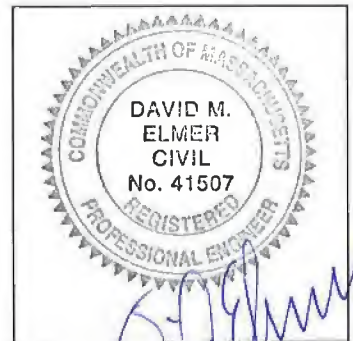


Contract Documents

Town of Arlington, MA

Pump Station Rehabilitations Project
Bid Invitation No. 14-38

October 2014



Weston&Sampson

Weston & Sampson Engineers, Inc.
Five Centennial Drive
Peabody, MA 01960-7985

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END OF SECTION

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SECTION 00100

**TOWN OF ARLINGTON
MASSACHUSETTS**

ADVERTISEMENT FOR BIDS

BID No. 14-38 PUMP STATION REHABILITATIONS PROJECT

Sealed bids for construction of the Pump Station Rehabilitations Project for the Town of Arlington, Massachusetts, will be received at the Purchasing Department, 730 Massachusetts Avenue, Arlington, MA 02476 until **10:00 AM prevailing time, on October 23, 2014** at which time and place said bids will be publicly opened and read aloud.

All bids must be in a sealed envelope plainly marked: **BID No. 14-38 Pump Station Rehabilitations Project**

The scope of work of the Base Bid includes telemetry upgrades and equipment rehabilitations and replacements at eight sewer pump stations and one drainage pump station in the Town of Arlington, Massachusetts.

Bid Security in the form of a bid bond, cash, certified check, treasurer's or cashier's check payable to the Owner, is required in the amount of five percent of the bid, in accordance with Section 00200, INSTRUCTIONS TO BIDDERS.

The contract duration is 120 consecutive days.

The Instructions to Bidders, Form of General Bid, Agreement, Plans, Specifications, Performance and Payment Bond, and other Contract Documents may be examined at the following:

Accent Printing, Inc., 99 Chelmsford Road, North Billerica, Massachusetts

Accent Printing, Inc., 75 Third Avenue, Waltham, Massachusetts

Contract Documents may be viewed and downloaded as a Portable Document Format (PDF) file free of charge at www.accentblueprints.com. Copies may be obtained by completing an order online or by calling 978-362-8038 with payment of **\$50.00** for each set. Completed orders may be picked up at the offices of Accent Printing located at 75 Third Avenue, Waltham, MA 02451 (781-487-9300) or 99 Chelmsford Road, North Billerica, MA 01862 (978-362-8038), from 9 a.m. to 4 p.m. Copies may also be shipped to prospective bidders for an additional charge to cover handling and mailing fees. All payments for printing and shipping are nonrefundable.

The selected contractor shall furnish a performance bond and a payment bond in amount at least equal to one hundred percent (100%) of the contract price as stipulated in Section 00700 GENERAL CONDITIONS of these specifications.

By-law of the Town of Arlington, Title 1, Article 16, Minority/Woman Workforce Participation in Construction Projects which exceed \$200,000.00 is part and parcel of the bid.

Minimum Wage Rates as determined by the Commissioner of the Division of Occupational Safety of the Executive Office of Labor and Workforce Development under the provisions of the Massachusetts General Laws Chapter 149, Section 26 to 27D, as amended, apply to this project. It is the responsibility of the Bidder, before bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under this contract.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 working days, Saturdays, Sundays and legal holidays excluded after the opening of bids.

The Owner reserves the right to waive any informalities in bids and to reject any or all bids.

TOWN OF ARLINGTON

Adam W. Chapdelaine
Town Manager

Weston & Sampson Engineers, Inc.
Peabody, Massachusetts

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SECTION 00200

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids
2. Location and Work to be Done
3. Preparation of Bid
4. Modification of Bids
5. Obligation of Bidder
6. Information not Guaranteed
7. Bid Security
8. Time for Completion
9. Addenda and Interpretations
10. Bid Opening Procedure
11. Comparison of Bids
12. Statutes Regulating Competitive Bidding
13. Right to Reject Bid
14. Ability and Experience of Bidder
15. Conditions of Work
16. Security for Faithful Performance
17. Power of Attorney
18. Laws and Regulations
19. Liquidated Damages for Failure to Enter into Contract
20. Indeterminate Items and Estimated Quantities
21. CONTRACTOR Records
22. Bidder Certification – OSHA Training
23. Guarantee
24. Minority and Women Business Enterprise Requirements

1. Receipt and Opening of Bids

The Town of Arlington herein called the OWNER, acting by and through its Purchasing Department, will receive sealed Bids for the construction of Pump Station Rehabilitations Project.

Such bids addressed to the Purchasing Department and endorsed “Bid No. 14-38 Pump Station Rehabilitations Project” will be received at the Purchasing Department, 730 Massachusetts Avenue, Arlington, MA 02476 until **10:00 AM prevailing time, on October 23, 2014** at which time and place said bids will be publicly opened and read aloud.

If the building at which bids are to be received is closed for any reason on the date and time that bids are due, receipt of bids by the Owner will be postponed until the next business day at the time originally stated for receipt of bids.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. By submission of a bid, the bidder agrees that this bid shall be good and may not be withdrawn for the number of days, after the opening of bids, as stipulated in the FORM OF GENERAL BID.

2. Location and Work to be Done

The location, general characteristics, and principal details of the Work are indicated on the drawings and photo sheets included in Appendix A to this specification package.

Additional drawings showing details in accordance with which the Work is to be done may be furnished by addendum from time to time during the bidding period by the ENGINEER, and shall then become a part of the Contract Documents.

The CONTRACTOR shall furnish all superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to do all work required for the completion of each item of the Work and as herein specified.

The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item.

3. Preparation of Bid

Each bid must be submitted on the prescribed form in Section 00410. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, its address, and endorsed with the name of the project as specified in Receipt and Opening of Bids, above.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Receipt and Opening of Bids, above.

4. Modification of Bids

Any bidder may modify its bid by facsimile transmission at any time prior to the scheduled closing time for receipt of bids, provided such transmission is received by the OWNER prior to the closing time, and, provided further, the OWNER is satisfied that a written confirmation of the modification over the signature of the bidder was mailed prior to the closing time.

The modification communication shall not reveal the bid price but shall provide the addition or subtraction or other modification so that the final prices or terms will not be known by the OWNER until the sealed bid is opened. If written confirmation is not

received within two days from the closing time, no consideration will be given to the facsimile transmission.

5. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of its bid.

6. Information not Guaranteed

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the OWNER. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the OWNER does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

It is further agreed and understood that no bidder or CONTRACTOR shall use or be entitled to use any of the information made available to it or obtained in any examination made by it in any manner as a basis of or grounds for any claim or demand against the OWNER or the ENGINEER, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Bid Security

Each bid must be accompanied by a certified check, a bid bond, cash, a treasurer's or cashier's check, payable to the OWNER, in the amount stated in Section 00100, ADVERTISEMENT FOR BIDS. Such deposits will be returned to all except the three lowest responsible and eligible bidders within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids, and the remaining deposits will be returned promptly after the OWNER and the accepted bidder have executed the Contract, or if no notice of intent to award has been presented to any bidder within 30 days, Saturdays, Sundays and legal holidays excluded, after the date of the opening of bids, upon demand of the bidder at any time thereafter.

8. Time for Completion

The bidder must agree to commence work on or before a date to be specified in the written "Notice to Proceed" from the OWNER and to fully complete the project within the time limit stated in Section 00410, FORM OF GENERAL BID.

9. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other prebid documents will be made to any bidder orally, and if provided orally, shall not be relied upon by bidders unless confirmed in a written addendum. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the OWNER or the ENGINEER.

Every request for such interpretation should be in writing (typed, not handwritten) addressed to Weston & Sampson Engineers, Inc., 5 Centennial Drive, Peabody, Massachusetts 01960 Attention: CSD, or sent via FAX to Weston & Sampson at (978) 977-0100 and to be given consideration must be received at least ten working days prior to the date fixed for the opening of bids.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, when issued, may be viewed and downloaded as a Portable Document File (PDF) at www.accentblueprints.com. A notification of addenda will be emailed to all prospective bidders to email addresses furnished by them for such purposes. Bidders picking up sets of bid documents will be given all addenda issued to date and will be required to sign for all documents, acknowledging receipt. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under its bid as submitted, and each bidder must confirm for itself that it has received all addenda. All addenda so issued shall become part of the Contract Documents.

10. Bid Opening Procedure

The following list of requirements shall be met by each filed bid.

Bids shall be filed at the place and before the time specified in Receipt and Opening of Bids, above.

The bid and all accompanying documents so required shall be signed by the Bidder or its authorized representative before submission.

All bidders shall include with their bids written acknowledgment of receipt of all addenda. Refer to acknowledgment form provided in Section 00410, FORM OF GENERAL BID.

The total dollar amount of each bid will be read, and the three apparent lowest bids will be selected for further consideration. These three apparent low bids will be read aloud for the benefit of the other bidders and the bid opening procedure will be closed. All those present at the bid opening may examine all bids after the bid opening and after the reading of the three apparent low bids.

11. Comparison of Bids

Bids will be compared on the basis of the quantities and unit and lump sum prices stated in the bid forms.

In the event that there is a discrepancy in Section 00410, FORM OF GENERAL BID between the lump sum or unit prices written in words and figures, the prices written in words will govern.

The OWNER agrees to examine and consider each FORM OF GENERAL BID submitted in accordance with the terms and conditions set forth herein and as set forth in Section 00410, FORM OF GENERAL BID.

12. Statutes Regulating Competitive Bidding

Any bid, which does not comply with the provisions of Massachusetts General Laws Chapter 30, Section 39M as amended, need not be accepted and the OWNER may reject every such bid.

13. Right to Reject Bid

The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids, should the OWNER deem it to be in the public interest to do so.

The OWNER may also reject bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, and may reject bids for any other reason permitted by law, or the OWNER may waive such omissions, conditions or irregularities.

14. Ability and Experience of Bidder

No award will be made to any bidder who cannot satisfy the OWNER that it has sufficient ability and experience in this class of work and sufficient capital and plant to enable it to prosecute and complete the work successfully within the time named. The OWNER's decision or judgment on these matters will be final, conclusive, and binding to the fullest extent permitted by law.

The OWNER may make such investigations as it deems necessary, and the bidder shall furnish to the OWNER, under oath if so required, all such information and data for this purpose as the OWNER may request.

15. Conditions of Work

Each bidder must inform itself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of its obligation to furnish all material and labor necessary to carry out the provisions of its contract. Insofar as possible the CONTRACTOR, in carrying out its work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

16. Security for Faithful Performance

Simultaneously with its delivery of the executed Contract, the CONTRACTOR shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor and materials under this Contract as specified in Section 00700, GENERAL CONDITIONS included herein, each in the amount of 100 percent of its bid. The surety on such bond or bonds shall be a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the OWNER. The bonds shall remain in force for one year after final acceptance of the work by the OWNER, unless the OWNER, in writing, releases the CONTRACTOR from the obligation sooner.

17. Power of Attorney

Attorneys-in-fact who sign Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

18. Laws and Regulations

Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Contract and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where a conflict between Federal and State Laws and Regulations exists, the more stringent requirement shall apply.

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

Attention is directed to Section 00830 STATE REGULATIONS and to other applicable sections of this specification. In the event of any conflict between provisions of law or regulation quoted or paraphrased in the Contract Documents, the actual provisions of law or regulation shall control.

19. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon its failure or refusal to execute and deliver the Contract, Bonds and Certificates of Insurance required within 10 days after receipt of notice of the acceptance of the bid, shall, except as otherwise provided by applicable law, forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with its bid, provided that the amount forfeited shall not exceed the difference between its bid price and the bid price of the next lowest responsible and eligible bidder. In case of death, disability, bonafide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the bidder, its bid deposit will be returned.

20. Indeterminate Items and Estimated Quantities

The work to be done under this Contract has been divided into parts or items, if applicable, to enable each bidder to bid on different portions of the work in accordance with its estimate of their cost and so that the actual quantity of work executed under each item may be paid for at the price bid for that particular item, even though each bidder may have judged that such quantity may be greater or less than the estimated quantity stated in Section 00410, FORM OF GENERAL BID.

21. CONTRACTOR Records

The CONTRACTOR shall comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39R, concerning CONTRACTOR records. This section has been reprinted in Section 00830, STATE REGULATIONS.

22. Bidder Certification – OSHA Training

All employees who work on Massachusetts public works construction sites, on projects estimated to cost more than \$10,000, must have no less than ten (10) hours of OSHA-approved safety and health training.

The Massachusetts Attorney General is authorized to restrain award of construction contracts to any contractor who is in violation of this requirement and to restrain the performance of these contracts by non-complying contractors.

Noncompliance with this law will disqualify contractors from bidding on public contracts.

23. Guarantee

The Contractor shall guarantee that the Work and Services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, Specifications, and other contract documents, that the strength of all parts of all manufactured equipment shall be

adequate and as specified and that the performance test requirements of the contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the Work as stated in the final estimate. If part of the Work is accepted in accordance with that subsection of this AGREEMENT titled "Partial Acceptance", the guarantee for that part of the Work shall be for a period of one year from the date fixed for such acceptance.

24. Minority and Women Business Enterprise Requirements

MBE and WBE policies of the Town of Arlington are applicable to this contract. The goals for this project and the forms required to be submitted with this bid are included in Section 00410 of these contract documents.

END OF SECTION

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SECTION 00410
FORM OF GENERAL BID

Proposal of _____ (hereinafter called "Bidder")*

- ☐ a corporation, organized and existing under the laws of the State of _____
- ☐ a partnership
- ☐ a joint venture
- ☐ a limited liability company
- ☐ an individual doing business as _____

*Check corporation, partnership, joint venture, LLC or individual as applicable.

To the Town of Arlington, Massachusetts (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for construction of the Pump Station Rehabilitations Project having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to construct the project in accordance with the contract documents, within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The Bidder hereby agrees that if selected as the Contractor it will commence work under this contract on or before a date to be fixed in the written "Notice to Proceed" given by the Owner to the Contractor and to fully complete the project within 120 Consecutive days of the start date fixed in the "Notice to Proceed". The Bidder further agrees to pay as liquidated damages the sum of \$1,150 for each consecutive calendar day thereafter during which the work has not been fully completed, as provided in the "Liquidated Damages" provisions of Section 00800, SUPPLEMENTARY CONDITIONS.

Bidder acknowledges receipt of the following addenda:

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

Item 1 (Base Proposal): Bidder agrees to perform all of the work described in the specification and shown on the plans for the sum of:

_____ Dollars and Cents (\$ _____)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

The subdivision of the proposed contract price is as follows:

Item 1:

Item 1a Dow Avenue Pump Station, Lump Sum

_____ (\$ _____)
(dollars and cents)

Item 1b Standish Road Pump Station, Lump Sum

_____ (\$ _____)
(dollars and cents)

Item 1c Gould Road Pump Station, Lump Sum

_____ (\$ _____)
(dollars and cents)

Item 1d Pond Lane Pump Station, Lump Sum

_____ (\$ _____)
(dollars and cents)

Item 1e Reed Street Pump Station, Lump Sum

(dollars and cents) (\$)

Item 1f Old Mystic Street (Route 3) Pump Station,
Lump Sum

(dollars and cents) (\$)

Item 1g Intervale Road Pump Station, Lump Sum

(dollars and cents) (\$)

Item 1h Magnolia Field Pump Station, Lump Sum

(dollars and cents) (\$)

Item 1i Mystic Lake Drive Pump Station, Lump Sum

(dollars and cents) (\$)

Item 1j Mystic Street Siphon, Lump Sum

(dollars and cents) (\$)

The BASE PROPOSAL and the above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, bond premiums, engineering costs, etc., to cover the finished work of the several kinds called for.

The Bidder understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 30, Section 39M, as amended.

The contract will be awarded to the lowest responsible and eligible bidder.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

Within 10 days of receipt of the written notice of acceptance of this bid, the Bidder will execute the formal agreement attached in Section 00520 AGREEMENT and provide the requisite payment and performance bonds and certificates of insurance.

Bid security is attached in the sum of five percent (5%) of the total bid in accordance with the conditions of Section 00200 INSTRUCTIONS TO BIDDERS. The bid security may become the property of the Owner in the event the contract and bond are not executed within the time set forth above.

The selected Contractor shall furnish a performance bond and a payment bond in an amount at least equal to one hundred percent (100%) of the contract prices in accordance with Section 00610 PERFORMANCE BOND, Section 00615 PAYMENT BOND, and as stipulated in paragraph 5.01 of Section 00700, GENERAL CONDITIONS of these specifications.

The undersigned offers the following information as evidence of its qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

1. Have been in business under present name for _____ years.
2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as Principals, are as follows:

(Attach supplementary list if necessary)

3. The Bidder shall state below a minimum of **three (3) pump station rehabilitation/upgrade projects within the last five (5) years** where they have been the general contractor and give references that will enable the Owner to judge its experience, skill and business standing (add supplementary page if necessary).

	Completion Date	Project Name	Contract Amount	Design Engineer	Reference Name	Telephone No.
a.						
b.						
c.						
d.						
e.						
f.						

4. The Bidder shall state below what work of a similar character to that included in the proposed contract it has done, and give references that will enable the Owner to judge its experience, skill and business standing (add supplementary page if necessary).

Completion Date	Project Name	Contract Amount	Design Engineer	Reference Name	Telephone No.
a.					
b.					
c.					
d.					
e.					
f.					

Pursuant to M.G.L. CH. 62C, Sec 49A, the undersigned Bidder certifies under the penalties of perjury that it is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

By-law of the Town of Arlington, Title 1, Article 16, Minority/Woman Workforce Participation in Construction Projects which exceed \$200,000.00 is part and parcel of the bid.

The undersigned Bidder hereby certifies that (1) it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and 3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity which sells materials, equipment or supplies used in or for, or engages in the performance of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof..

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section Twenty-Nine F of Chapter Twenty-Nine, Section 25C (10) of Chapter 152 (workers' compensation) or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulations promulgated thereunder.

Respectfully submitted:

Date _____

By _____
(Signature)

(Name - Typed or Printed)

(Title)

(SEAL - if bid is by a corporation)

(Business Name)

(Federal ID Number)

(Business Address)

(City and State)

(Telephone Number)

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SECTION 00520

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, _____, by and between the party of the first part, the Town of Arlington, Massachusetts hereinafter called "OWNER," acting herein through its Town Manager, and the party of the second part, _____ doing business as (a corporation) (a limited liability company) (a partnership) (a joint venture) (an individual)* located in the (City) (Town)* of _____, County of _____, and State of _____, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the project described as follows:

PUMP STATION REHABILITATIONS PROJECT

hereinafter called the project, for the sum of

_____ Dollars and _____ Cents (\$ _____) and all extra work in connection therewith, under the terms as stated in the General and Supplementary Conditions; and at its own proper cost and expense to furnish superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to complete the said project in accordance with the conditions and prices stated in Section 00410, FORM OF GENERAL BID, Section 00700, GENERAL CONDITIONS, Section 00800, SUPPLEMENTARY CONDITIONS, Section 00830, STATE REGULATIONS, the plans, which include all maps, plates, drawings, blue prints, and the specifications and all other contract documents therefor as prepared by Weston & Sampson Engineers, Inc., including all bid documents

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be fixed in the written Notice to Proceed given by the OWNER to the CONTRACTOR and to fully complete the project within 120 consecutive days of the start date fixed in the Notice to Proceed. The CONTRACTOR further agrees to pay as liquidated damages the sum of \$1,150 for each consecutive calendar day thereafter during which the work has not been fully completed, as provided in the Liquidated Damages provisions of Section 00800 SUPPLEMENTARY CONDITIONS.

*Strike out inapplicable terms.

Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) policies of the Town of Arlington are applicable to this Contract. The goals for this project are:

Section 1. Women Work Force Participation

Any Town board or official in charge of a construction or reconstruction project is required to include in the contract documents the following:

- A. Contractor shall maintain as a goal on this project a not less than five percent ratio of women work force to total project hours in both the general contract and each individual filed sub-bid contract, if applicable. The preceding sentence shall be included in all construction contracts whether entered into by the Town pursuant to the provisions of M.G.L. c. 149 or M.G. L. c 30, §39M et. seq. provided however, that if entered into under Chapter 30 same shall not be deemed to apply where the projected bid price as determined by the Director of Public Works is not likely to exceed \$200,000.
- B. A Labor Scheduling Table which will be used as a tool for achieving a range of women work force participation for the entire project in both the general contract and each individual filed sub-bid contract.

Section 2. Equal Opportunity Goal Compliance

Any Town board or official in charge of a construction or reconstruction project is required to include in the contract documents the following:

- A. Before starting work, the contractors (includes the general contractor, for itself and its subcontractors, as well as all filed sub-bid contractors, if applicable) will submit plans for achievement of the equal opportunity goals of the contract. All contractors will be required to make a good faith effort to achieve these goals. The plan will indicate if the contractors expect to achieve the requirements during the first quarter. If there are reasons why the contractors do not expect to achieve the requirements during the first quarter year of the contract construction phase, then the contractors shall provide a plan calculated to address, to the extent reasonably possibly, these obstacles to a good faith effort to achieve such goals.
- B. Not more than ten days following the end of each work quarter, the contractors will report on the achievement of the goals, detailing the good faith efforts that have been made and will continue to be made and any other appropriate efforts not yet undertaken.
- C. All reports will be signed by an officer or principal of the company who has the authority to contractually obligate the company.

Section 3. Recruitment and Training

Any board, officer, committee, or other agency of the Town, which acts on behalf of the Town in making or supervising any contract, in an amount exceeding the sum of \$100,000 for the purchase of goods or services or for the construction, renovation, or repair of buildings or other improvement of real estate, may make arrangements with contractors and other interested agencies for special programs of recruitment and training in connection with the work to be performed on such contract, with the objective of promoting equal employment opportunity for members of minority groups protected by the fair employment laws of the Commonwealth and the United States. Any board, officer, committee or other Town agency may expend Town funds

in carrying them out provided that appropriations specifically designed for such purposes have been voted by the Town Meeting. The CONTRACTOR shall take all affirmative steps necessary to achieve this goal, and shall provide reports documenting the portion of contract and subcontract dollars paid to minority and women-owned businesses, and its effort to achieve the goals, with each invoice submitted or at such greater intervals as specified by the municipality. The CONTRACTOR shall require similar reports from its subcontractors.

The CONTRACTOR shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, sexual orientation, ancestry, or age; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, sexual orientation, ancestry, age, or handicapped status.

The CONTRACTOR shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Agreement and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between Federal and State Laws and Regulations exists, the more stringent requirement shall apply.

Subject to G.L. c.30, sec. 39K and/or sec. 39G and G.L. c.30, sec. 39F, as applicable, the OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Agreement, subject to additions and deductions, as provided in Section 00700, GENERAL CONDITIONS, and to make payments on account thereof as provided in Section 00700, GENERAL CONDITIONS and Section 00800, SUPPLEMENTARY CONDITIONS

In accordance with the requirements of G.L. c.149, §27B, the Contractor shall submit, and shall require all of its subcontractors required to keep a record of hours and wages paid to laborers employed on the project to submit, to the awarding authority on a weekly basis, copies of such records. All such weekly submissions shall be accompanied by the following certification:

The undersigned contractor hereby certifies, under the pains and penalties of perjury, that the foregoing payroll records are true and accurate records of the wages paid to laborers employed on the project for the period stated and said wages are in an amount no less than the prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned contractor agrees, in addition to any other remedies available to the awarding authority, to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the contractor's failure to pay laborers employed on the project the said applicable prevailing wage rates; (2) the failure of the foregoing payroll records to accurately state the said applicable prevailing wage rates; or (3) the failure of the foregoing payroll records to accurately represent the wages actually paid to laborers employed on the project.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREED:

Town of Arlington, Massachusetts
(Owner)

By _____

Adam W. Chapdelaine
(Name)
Town Manager
(Title)

(Contractor)

By _____

(Name)

(Title)

(Address)

(City and State)

Approved as to Form:

By _____
(Owner's Counsel)

(Name)

In accordance with M.G.L. C.44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefor and that the Town of Arlington has been authorized to execute the Contract and approve all requisitions and change orders.

By _____
(Owner's Accountant)

(Name)

CERTIFICATE OF VOTE
(to be filed if Contractor is a Corporation)

I, _____, hereby certify that I am the duly qualified and acting Secretary of
(Secretary of Corporation)
_____ and I further certify that a meeting of the Directors of said
company,
(Name of Corporation)
duly called and held on _____, at which all members were present and voting, the
(Date of Meeting)
following vote was unanimously passed:

VOTED: To authorize and empower

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: _____
(Secretary of Corporation)

A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____
(Date)

Contractor's Certification

A Contractor will not be eligible for award of a contract unless such Contractor has submitted the following certification, which is deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

Name of the General Contractor

certifies that it:

1. Will not discriminate in their employment practices;
2. Intends to use the following listed construction trades in the work under the contract:

and _____

3. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
4. Is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
5. Will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
6. Agrees to comply with all provisions contained herein.

Signature of authorized representative of Contractor

Date

Printed name of authorized representative of Contractor

DEP-DMS-P&S-17

Subcontractor's Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the General Contractor the following certification, which will be deemed a part of the resulting subcontract:

SUBCONTRACTOR'S CERTIFICATION

Name of the Subcontractor

certifies that it:

7. Will not discriminate in their employment practices;
8. Intends to use the following listed construction trades in the work under the contract:

and

9. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
10. Is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
11. Will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
12. Agrees to comply with all provisions contained herein.

Signature of authorized representative of Subcontractor

Date

Printed name of authorized representative of Subcontractor

END OF SECTION

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SECTION 00610

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

a _____ hereinafter called "Principal" and
(Corporation, Partnership, Joint Venture, LLC or Individual)

_____ of _____, State of _____
(Surety) (City)

_____ hereinafter called the "Surety" and licensed by the State
Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are
held and firmly bound to the Town of Arlington, Massachusetts, hereinafter called "Owner", in

the penal sum of _____ Dollars and

_____ Cents(\$ _____) in lawful money of the
United States, for the payment of which sum well and truly to be made, we bind ourselves, our
heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal has
entered into a certain contract with the Owner (the "Construction Contract"), dated the
_____ day of _____, 2014, for the construction described as follows:

PUMP STATION REHABILITATIONS PROJECT

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties,
all the undertakings, covenants, terms, conditions, and agreements of the Construction Contract
during the original term thereof, and any extensions thereof which may be granted by the Owner,
with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under
the Construction Contract, and shall fully indemnify and save harmless the Owner from all costs
and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the
Owner all outlay and expense which the Owner may incur in making good any default, then this
obligation shall be void; otherwise, this obligation shall remain in full force and effect.

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after
(1) the Owner has declared the Principal in default of the Construction Contract or any provision
thereof, or (2) has declared that the Principal has failed, or is otherwise unable or unwilling, to
execute the work consistent with, and in conformance to, the Construction Contract (collectively
referred to as a "Contractor Default"). The determination of a Contractor Default shall be made
solely by the Owner. The Owner need not terminate the Construction Contract to declare a
Contractor Default or to invoke its rights under this Bond, and Contractor hereby agrees not to
assert any claims against Surety under any indemnity or similar agreements on the grounds that
Surety has interfered with the Construction Contract by fulfilling its obligations hereunder in the
absence of a termination of said contract.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the consent and election of the Owner, shall promptly take one of following steps: (1) arrange for the Principal to perform and complete the work of the Construction Contract; (2) arrange for a contractor other than the Principal to perform and complete the work of the Construction Contract; (3) reimburse the Owner, in a manner and at such time as the Owner shall reasonably decide, for all costs and expenses incurred by the Owner in performing and completing the work of the Construction Contract. Surety will keep Owner reasonably informed of the progress, status and results of any investigation of any claim of the Owner.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Construction Contract; (2) additional design, professional services, and legal costs, including attorney's fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Construction Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligations of the Principal, if any, as provided in the Construction Contract; and (5) liquidated damages as provided in the Construction Contract, or if no such damages are specified, actual damages and consequential damages resulting from the Contractor Default or any default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the work or to the specifications.

The Surety providing the Bond shall have a rating of A or better within Best's Key Rating Guide.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2014.

ATTEST:

_____		_____
		Principal
_____	By	_____
(Principal Secretary)		_____

		(Address-Zip Code)

Witness as to Principal (SEAL)

(Address-Zip Code)

ATTEST:

_____		_____
		Surety
_____	By	_____
		(Attorney-in-Fact)

		(Address-Zip Code)

Witness as to Surety (SEAL)

(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

END OF SECTION

SECTION 00615

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)
a _____ hereinafter called "Principal"
(Corporation, Partnership, Joint Venture, Limited Liability Company, or Individual)

_____ of _____, State of _____
(Surety) (City) (State)
hereinafter called "Surety" and licensed by the State Division of Insurance to do business under the laws of the Commonwealth of Massachusetts are held and firmly bound to the Town of Arlington, Massachusetts, hereinafter called "Owner," in the penal sum of _____ Dollars and _____ Cents (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2014, a copy of which is hereto attached and made a part hereof for the construction described as follows:

PUMP STATION REHABILITATIONS PROJECT

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications. The Surety Company providing the bond shall have a rating of A or better within the Best Key Rating Guide.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2014.

ATTEST:

(Principal)

(Principal Secretary)

By _____

(Address-Zip Code)

(Witness as to Principal)

(Address-Zip Code)

(SEAL)

ATTEST:

(Surety)

By _____

(Attorney-in-Fact)

(Address-Zip Code)

(Witness as to Surety)

(SEAL)

(Address-Zip Code)

NOTE: If Contractor is a partnership, all partners should execute bond.

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General

Contractors of America

Construction Specifications Institute

These General Conditions have been prepared for use with the Owner-Contractor Agreements (No. 1910-8-A-1 or 1910-8-A-2) (1996 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC User's Guide (No. 1910-50). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition).

EJCDC No. 1910-8 (1996 Edition)

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1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
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American Society of Civil Engineers
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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the

terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

* 12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

* 19. *ENGINEER*--The individual or entity named as such in the Agreement.

* 20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

** 30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

* ~~41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship~~

~~as applied to the Work and certain administrative details applicable thereto.~~

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

****** 43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order

following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 Terminology

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified

location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 Copies of Documents

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed *

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

~~* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.~~

2.06 Preconstruction Conference

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, proce-

* See Supplementary Conditions

** See Supplementary Conditions 17.08

dures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 Initial Acceptance of Schedules

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

* A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 Reference Standards

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in

resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 Reuse of Documents

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of

the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

* A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

* See Supplementary Conditions

** See Supplementary Conditions 17.08

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

**

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract

Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 Underground Facilities

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable

*adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or

~~*indicated or not shown or indicated with reasonable accuracy~~ in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05 Reference Points

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CON-

TRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.*

4.06 Hazardous Environmental Condition at Site

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those* reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents. *

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone

* See Supplementary Conditions

** See Supplementary Conditions 17.08

for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents. *

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as

* See Supplementary Conditions

** See Supplementary Conditions 17.08

Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent’s authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 Certificates of Insurance

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to

~~*purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.~~

5.04 CONTRACTOR’s Liability Insurance

* A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR’s performance of the Work and CONTRACTOR’s other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers’ compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR’s employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR’s employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

* 1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER’s Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR’s indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional

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insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter). *

~~5.05~~ OWNER's Liability Insurance

~~* A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.~~

~~5.06~~ Property Insurance

~~* A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:~~

~~1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;~~

~~2. be written on a Builder's Risk "all risk" or open-peril or special-causes-of-loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake,~~

~~collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;~~

~~3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);~~

~~4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;~~

~~5. allow for partial utilization of the Work by OWNER;~~

~~6. include testing and startup; and~~

~~7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.~~

~~* B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.~~

~~* C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.~~

~~* D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any~~

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~~of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.~~

~~* E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.~~

5.07 Waiver of Rights

* A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance ~~* held by OWNER as trustee or otherwise payable under any policy so issued.~~

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or

resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds

~~* A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.~~

* B. ~~OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.~~

5.09 Acceptance of Bonds and Insurance; Option to Replace

* ~~A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other~~

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~~party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.~~

5.10 Partial Utilization, Acknowledgment of Property Insurer

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

* ~~B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.~~

6.02 Labor; Working Hours

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 Services, Materials, and Equipment

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 Progress Schedule

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

*

6.05 Substitutes and "Or-Equals"

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGI-

NEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:*

If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for

by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable

objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

** F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners,

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employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 Patent Fees and Royalties

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 Permits

****** A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 Laws and Regulations

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring

CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

****** 6.10 Taxes

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

****** 6.11 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's

Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 Safety and Protection

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 Hazard Communication Programs

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Shop Drawings and Samples

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

- a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

- b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

- c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

- d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. ENGINEER's Review

* 1. ENGINEER will ~~timely~~ review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

* See Supplementary Conditions

** See Supplementary Conditions 17.08

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. Resubmittal Procedures

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 Continuing the Work

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 CONTRACTOR's General Warranty and Guarantee

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or
2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;
2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;
5. any acceptance by OWNER or any failure to do so;
6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by OWNER.

6.20 Indemnification

~~* A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:~~

- ~~1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and~~
- ~~2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.~~

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee)

of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

* ~~C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:~~

~~1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or~~

~~2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.~~

ARTICLE 7 - OTHER WORK

7.01 Related Work at Site

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CON-

TRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 Coordination

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 Replacement of ENGINEER

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 Furnish Data

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 Pay Promptly When Due

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 Lands and Easements; Reports and Tests

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 Insurance

~~* A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.~~

8.07 Change Orders

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 Inspections, Tests, and Approvals

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 Limitations on OWNER's Responsibilities

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 Undisclosed Hazardous Environmental Condition

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 Evidence of Financial Arrangements

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 OWNER'S Representative

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

*

9.02 Visits to Site

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 Project Representative

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the

Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 Clarifications and Interpretations

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

**

9.05 Authorized Variations in Work

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 Rejecting Defective Work

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 Shop Drawings, Change Orders and Payments

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 Determinations for Unit Price Work

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 Decisions on Requirements of Contract Documents and Acceptability of Work

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 Limitations on ENGINEER's Authority and Responsibilities

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other

individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with

supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

**

11.01 Cost of the Work

~~A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.~~

- ~~1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.~~

- ~~2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.~~

- ~~3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CON-~~

~~TRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.~~

~~4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.~~

~~5. Supplemental costs including the following:~~

~~a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.~~

~~b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.~~

~~c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.~~

~~d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.~~

~~e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.~~

~~f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages~~

~~within the deductible amounts of property insurance established in accordance with paragraph 5.06.D); provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.~~

~~g. The cost of utilities, fuel, and sanitary facilities at the Site.~~

~~h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.~~

~~i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.~~

~~j. When all the Work is performed on the basis of cost plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.~~

~~B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:~~

~~1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.~~

~~2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.~~

~~3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.~~

4. ~~Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.~~

5. ~~Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.~~

C. ~~CONTRACTOR's Fee:~~ When all the Work is performed on the basis of cost plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. ~~Documentation:~~ Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

~~11.02~~ Cash Allowances

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. ~~the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and~~

2. ~~CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.~~

B. ~~Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.~~

~~11.03~~ Unit Price Work

A. ~~Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the~~

~~Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.~~

B. ~~Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.~~

~~*~~

C. ~~OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:~~

1. ~~the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and~~

2. ~~there is no corresponding adjustment with respect any other item of Work; and~~

3. ~~if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.~~

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

~~12.01~~ Change of Contract Price

~~**~~

A. ~~The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.~~

B. ~~The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:~~

1. ~~where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or~~

~~2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or~~

~~3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).~~

~~C. CONTRACTOR's Fee: The CONTRACTOR's fee for overhead and profit shall be determined as follows:~~

~~1. a mutually acceptable fixed fee; or~~

~~2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:~~

~~a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;~~

~~b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;~~

~~c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;~~

~~d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;~~

~~e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and~~

~~f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.~~

12.02 Change of Contract Times

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 Delays Beyond CONTRACTOR's Control

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 Delays Within CONTRACTOR's Control

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 Delays Beyond OWNER's and CONTRACTOR's Control

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 Delay Damages

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

* ARTICLE 13 - TESTS AND INSPECTIONS;
CORRECTION, REMOVAL OR ACCEPTANCE OF
DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to

be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing,

replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 OWNER May Stop the Work

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 Correction or Removal of Defective Work

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 Correction Period

*

~~A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and~~

~~all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.~~

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 OWNER May Correct Defective Work

* A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to

* See Supplementary Conditions

** See Supplementary Conditions 17.08

comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications for Payments

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

~~* 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.~~

B. Review of Applications

~~** 1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.~~

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

* See Supplementary Conditions

** See Supplementary Conditions 17.08

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any

such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

**

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any

adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

* ~~A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.~~

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's

issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 Final Inspection

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. Application for Payment

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. Review of Application and Acceptance

~~** 1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final~~

~~Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.~~

C. Payment Becomes Due

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 Final Completion Delayed

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein,

* See Supplementary Conditions

** See Supplementary Conditions 17.08

or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

~~** A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.~~

15.02 OWNER May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

*

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as

OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 OWNER May Terminate For Convenience

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 CONTRACTOR May Stop Work or Terminate

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 Methods and Procedures

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

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* See Supplementary Conditions

** See Supplementary Conditions 17.08

SECTION 00800
SUPPLEMENTARY CONDITIONS
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SUPPLEMENTARY CONDITIONS

AMENDMENTS TO GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

ARTICLE 1. DEFINITIONS AND TERMINOLOGY

Add the following language at the beginning of definition 1.01 A.12 entitled "Contract Documents" in the General Conditions:

"The Advertisement for Bids, Instructions to Bidders, State Regulations, ..."

Delete the words "The individual or entity named as such in the Agreement" in 1.01.A.19, "Engineer", and insert the following in their place:

"The individual or entity duly appointed by the Owner to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly appointed representatives."

Delete the words "and who is identified as such in the Supplementary Conditions" at the end of definition 1.01 A.20, entitled "ENGINEER'S Consultant."

Delete definition 1.01 A.41 entitled "Specifications" in the General Conditions in its entirety and insert the following in its place:

"Sections included under Division 1 through Division 16 of the Contract Documents."

ARTICLE 2. PRELIMINARY MATTERS

SC-2.02

Delete paragraph 2.02A of the General Conditions in its entirety.

SC-2.03

Add paragraph 2.03B:

Notwithstanding the time limitations provided in paragraph 2.03A, the OWNER may desire to commence the Contract Times later than the sixtieth day after the bid opening. The OWNER and CONTRACTOR, upon mutual agreement, may extend the commencement of the Contract Times to any date that they elect. OWNER must obtain CONTRACTOR's approval for extending the time beyond the dates/times stated in the Contract Documents.

SC-2.05

Delete paragraph 2.05C of the General Conditions in its entirety and insert the following in its place:

“C. Evidence of Insurance: CONTRACTOR shall deliver to OWNER, with a copy to the ENGINEER, Certificates of Insurance within 10 days after receipt of the notice of the acceptance of bid (and other evidence requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with the requirements of Article 5.”

ARTICLE 3. CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01

Add the following sentence at the end of Paragraph 3.01A of the General Conditions:

“...by all. Each and every provision of law and clause required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or if not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion.”

ARTICLE 4. AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

SC-4.02

Delete the term “Supplementary Conditions” of paragraph 4.02 A of the General Conditions and replace it with “Contract Documents”.

SC-4.04

Change “of” to “or” on line 6 of paragraph 4.04 B.2 of the General Conditions.

Delete the following words from lines 8 and 9 of paragraph 4.04 B.2 of the General Conditions:

“...or not shown or indicated with reasonable accuracy...”

SC-4.05

Add a new paragraph immediately after paragraph 4.05A of the General Conditions which is to read as follows:

"B. ENGINEER may check the lines, elevations and reference marks set by CONTRACTOR, and CONTRACTOR shall correct any errors disclosed by such check. Such a check shall

not be considered as approval of CONTRACTOR's work and shall not relieve CONTRACTOR of the responsibility for construction of the entire Work in accordance with the Contract Documents. CONTRACTOR shall furnish personnel to assist ENGINEER in checking lines and grades."

ARTICLE 5. BONDS AND INSURANCE

NOTICE TO CONTRACTOR:

1. Proof of Insurance coverage shall be furnished to the OWNER in accordance with the schedule for submittal of Bonds and Agreements.
2. Additionally refer to Article 2. PRELIMINARY MATTERS, Paragraph SC-2.05.C

SC-5.01

Insert these sentences following SC-5.01.A: The Surety Company providing the bonds shall have a rating of A or better within the Best Key Rating Guide and be licensed by the Massachusetts Division of Insurance. The CONTRACTOR shall pay the premiums for such Bonds.

SC-5.03

Delete the second sentence in paragraph 5.03A of the General Conditions, which begins "OWNER shall deliver to...."

SC-5.04

The limits of liability for the insurance required by paragraph 5.04A of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

5.04 A.1 and 5.04 A.2 Workers' Compensation.

(1)	Worker's Compensation per	Statutory Requirements
(2)	Coverage B - Employer's Liability	\$100,000/\$500,000/\$100,000

5.04 A.3, 5.04 A.4 and 5.04 A.5 Commercial General Liability Limits shall include coverage for Independent Contractors (also known as Owners and Contractors Protective Liability), explosion, collapse and underground hazard coverage (XCU), broad form property damage, blanket contractual liability and products/completed operations. The general aggregate limits shall be endorsed so that they respond on a per project and per location basis.

Limits:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 products/completed operations aggregate

5.04 A.6 Automobile Liability for owned, hired and non-owned vehicles:

(1)	Bodily injury:	\$1,000,000	Combined single limit
(2)	Property damage	\$1,000,000	Combined single limit

Revise the beginning of paragraph 5.04.B.1 to read as follows:

“with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.5 inclusive and paragraph 5.04.C, include as additional insureds...”

Delete paragraph 5.04.B.5 in its entirety and insert the following in its place:

“5. contains a provision that notice of cancellation of insurance be delivered in accordance with policy provisions. In addition, the CONTRACTOR and/or its insurance broker/agent shall immediately notify the OWNER and ENGINEER should any insurance coverage be cancelled. The CONTRACTOR shall immediately stop work on the Project and shall not resume work until the CONTRACTOR provides evidence, to the OWNER and ENGINEER, in the form of an acceptable insurance certificate, of new insurance coverage that replaces all cancelled coverage that is required for the Project.”

Add two new paragraphs immediately after paragraph 5.04B of the General Conditions which are to read as follows:

“C. The CONTRACTOR shall also provide:

1. CONTRACTOR shall, as a minimum, purchase and maintain excess liability insurance in the umbrella form with a combined single limit of not less than \$5,000,000 per occurrence and in the aggregate. Evidence of such excess liability shall be delivered to OWNER in accordance with paragraph 2.05C in the form of a certificate indicating the policy numbers and limits of liability of all underlying insurance.
 - A. General Liability, Workers' Compensation, Automobile Liability and Umbrella Liability Policies will contain waivers of subrogation in favor of the Engineer and Owner.
2. If the aggregate limits of liability indicated in CONTRACTOR' insurance provided in accordance with paragraphs 5.03 and 5.04 are not sufficient to cover all claims for damages arising from his operations under this Contract and from any other work performed by him or if the commercial general liability insurance policy of

insurance does not provide that the general aggregate limits apply on a per project and per location basis, CONTRACTOR shall have the policy amended so that the aggregate limits of liability required by this Contract will be available to cover all claims for damages due to operations under this Contract."

SC-5.05

Delete paragraph 5.05 of the General Conditions in its entirety.

SC-5.06

Delete Paragraph 5.06A of the General Conditions in its entirety.

Delete paragraph 5.06B of the General Conditions in its entirety.

Delete Paragraph 5.06C of the General Conditions in its entirety.

Delete paragraph 5.06D of the General Conditions in its entirety.

Delete paragraph 5.06E of the General Conditions in its entirety.

SC-5.07

Amend the last sentence of paragraph 5.07A of the General Conditions by striking out the words "held by OWNER as trustee or." As so amended, paragraph 5.07A remains in effect.

SC-5.08

Delete paragraph 5.08A of the General Conditions in its entirety.

Delete paragraph 5.08B of the General Conditions in its entirety.

SC-5.09

Delete paragraph 5.09A of the General Conditions in its entirety and insert the following in its place:

"A. If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with this Article 5 on the basis of its not complying with the Contract Documents, OWNER will notify CONTRACTOR in writing thereof within thirty days of the date of delivery of such certificates to OWNER in accordance with paragraph 2.05C. CONTRACTOR will provide such additional information in respect of insurance provided by him as OWNER may reasonably request."

ARTICLE 6. CONTRACTOR'S RESPONSIBILITIES

SC-6.01

Delete paragraph 6.01B of the General Conditions in its entirety and replace with the following:

"B. At the site of the Work the CONTRACTOR shall employ a full-time construction superintendent or foreman who shall have full authority to act for the CONTRACTOR. It is understood that such representative shall be acceptable to the ENGINEER and shall be one who will be continued in the capacity for the particular job involved unless the representative ceases to be on the CONTRACTOR's payroll. If at any time during the Work the representative is deemed by the ENGINEER to be no longer acceptable, the representative shall be promptly replaced by the CONTRACTOR. All communications to the superintendent or foreman shall be as binding as if given to the CONTRACTOR."

SC-6.04

Add the following paragraph after paragraph 6.04A.2 of the General Conditions:

"B. The CONTRACTOR's resident superintendent shall attend monthly progress meetings at the site of the work with the ENGINEER and others as appropriate to review schedule status and such other pertinent subjects as may be listed on the agenda by the ENGINEER."

SC-6.05

Revise the second sentence of Paragraph A to read as follows:

"Unless the specification indicates that a proprietary item is called for, other items of material or equipment or material or equipment of other suppliers may be submitted to ENGINEER for review under the circumstances described below, and in accordance with MGL c.30, s.39M."

SC-6.17

In paragraph 6.17 E.1 of the General Conditions, delete the word "timely" from the first line.

SC-6.20

Delete paragraph 6.20A of the General Conditions in its entirety and replace with the following:

"A. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the OWNER, the ENGINEER, ENGINEER's consultants, and any of their officers, directors, employees, agents, affiliates, subsidiaries and partners from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by acts or omissions of the CONTRACTOR, a subcontractor, anyone directly or indirectly

employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall apply to any such claims, damages, losses and expenses which arise and/or are incurred by any person or entity either during the performance of the Work and/or after completion of construction. Nothing in this paragraph shall be construed to negate, abridge, or reduce other rights or obligations of indemnity or contribution which would otherwise exist as to a party or person indemnified hereunder. CONTRACTOR hereby assumes the responsibility and liability for injury to or death of any and all persons, including the CONTRACTOR's employees, and for any and all damage to property caused by, resulting from, or arising out of any act, omission or neglect on the part of the CONTRACTOR, or of any Subcontractor or of anyone directly or indirectly employed by any of them or of anyone for whose acts, any of them may be liable. The Contractor hereby acknowledges its obligation under the foregoing paragraph to indemnify the Engineer and Owner against judgments suffered because of the contractor's work and to assume the cost of defending the Engineer and Owner against claims as described in the foregoing paragraph."

Delete paragraph 6.20C of the General Conditions in its entirety.

ARTICLE 8. OWNER'S RESPONSIBILITIES

SC-8.02

Delete the phrase "to whom the CONTRACTOR makes no reasonable objection."

SC-8.06

Delete paragraph 8.06A of the General Conditions in its entirety.

SC-8.09

Insert the following after the first sentence:

"However, the OWNER shall have the right to direct the CONTRACTOR to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto."

ARTICLE 9. ENGINEER'S STATUS DURING CONSTRUCTION

SC-9.01

Add a new paragraph 9.01B after paragraph 9.01A of the General Conditions, which is to read as follows:

"B. Nothing contained in the Contract Documents shall be construed to create a contractual relationship of any kind (1) between the ENGINEER and CONTRACTOR, (2) between the OWNER and a Subcontractor or Subcontractors, or (3) between any person or entities other

than the OWNER and CONTRACTOR. The ENGINEER shall, however, be entitled to performance and enforcement of obligations under the CONTRACT DOCUMENTS intended to facilitate performance of the ENGINEER'S duties."

SC-9.10

Insert the following after the first sentence on paragraph 9.10B:

““However, the ENGINEER shall have the right to direct the CONTRACTOR to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto.”

ARTICLE 11. COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

Delete Article 11 of the General Conditions in its entirety and replace with the following:

"A. The unit price of an item of Unit Price work shall be subject to reevaluation and adjustment under the following conditions:

- (1) If the total extended bid price [Estimated Quantity times the Bid Unit Price] of a particular item of Unit Price Work amounts to 5 percent or more of the Original Contract Price and the variation in the quantity of the particular item of Unit Price Work performed by CONTRACTOR differs by more than 15 percent from the estimated quantity of such item indicated in the Agreement;
and
- (2) If there is no corresponding adjustment with respect to any other item of work; and
- (3) If CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed. If OWNER believes that the quantity variation entitles OWNER to an adjustment in the unit price, OWNER shall be entitled to an adjustment in the unit price in an amount determined by the ENGINEER. ENGINEER shall not be liable in connection with any determination relating to adjustments which is rendered in good faith."

ARTICLE 12. CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

SC-12.01

Delete paragraph 12.01 in its entirety.

SC-12.06

Add the following new paragraphs after paragraph 12.06 of the General Conditions:

“12.07 Liquidated Damages:

- A. If the CONTRACTOR shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the OWNER, then the CONTRACTOR does hereby agree, as a part consideration for the awarding of this Contract, to pay to the OWNER the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contract shall be in default after the time stipulated in the Contract for completing the work. Such damages may be retained from time to time by the OWNER from progress payments or any amounts owing to the CONTRACTOR, or otherwise collected.
- B. The said amount is fixed and agreed upon by and between the CONTRACTOR and the OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would in such event sustain, and said amount is agreed to be the amount of damages which the OWNER would sustain and said amount shall be retained from time to time by the OWNER from current periodical estimates.
- C. It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein as definite and certain length of times if fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided that the CONTRACTOR shall not be charged with liquidated damages of any excess cost when the OWNER determines that the CONTRACTOR is without fault and the CONTRACTOR's reasons for the time extension are acceptable to the OWNER; Provided, further, that the CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:
 - 1) to any preference, priority or allocation order duly issued by the Government;
 - 2) to unforeseeable cause beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
 - 3) to any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections C (1) and C (2) above;
- D. Provided, further, that the CONTRACTOR shall, within thirty (30) days from the beginning of such delay, unless the OWNER shall grant a further period of time prior to the date of final settlement of the Contract, notify the OWNER, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the CONTRACTOR within a reasonable time of its decision in the matter."

ARTICLE 13. TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-13.07

Delete paragraph 13.07A of the General Conditions and insert the following in its place:

- “A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) correct such defective work, or, if it has been rejected by OWNER, remove it from the site and replace it with work that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other work or the work of others therefrom. If CONTRACTOR does not begin the repairs within ten (10) days of receipt of written notification and promptly comply with the terms of OWNER's written instructions, or in an emergency where delay would cause serious risk, loss or damage, OWNER may have the defective work corrected or the rejected work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.”

SC-13.09

Revise paragraph 13.09A of the General Conditions

- A. Delete the word “seven” and replace it with the word “ten” so that it reads “after ten days written notice to CONTRACTOR.”

ARTICLE 14. PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02

Delete paragraph 14.02A.3 and insert the following in its place:

- "3. Retainage with respect to progress payments will be five percent or, if stipulated, the maximum allowed by law."

Add Paragraph 4. to read as follows:

- “4. The CONTRACTOR shall submit Weekly Payroll Records Report and Statement of Compliance verifying compliance with the Minimum Prevailing Wage Law, MGL ch. 149, Sections 26-27H. These Statements of Compliance shall be submitted as a condition of payment for work performed during the period the reports apply.”

SC-14.03

Delete paragraph 14.03A in its entirety and insert the following in its place:

"A. CONTRACTOR warrants and guarantees that title to all work, material and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than at the time of Application for Payment free and clear of all liens. CONTRACTOR shall provide written transfer of title and a certified paid invoice provided by the supplier."

ARTICLE 15. SUSPENSION OF WORK AND TERMINATION

SC-15.02

Add a new paragraph immediately after paragraph 15.02 A.4 of the General Conditions which is to read as follows:

"5. If the Work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be sublet, without the previous written consent of OWNER, or if the contract or any claim thereunder shall be assigned by CONTRACTOR otherwise than as herein specified;"

ARTICLE 17. MISCELLANEOUS

SC-17.06, 17.07, 17.08, 17.09

Add the following new paragraphs after paragraph 17.05 of the General Conditions:

"17.06 Assignment:

A. The CONTRACTOR shall not assign the whole or any part of this Contract or any moneys due or to become due hereunder until thirty (30) days prior notice in writing has been given to the OWNER of the intention to assign, which notice shall state the identity and address of the prospective assignee. No assignment shall be made without the OWNER's prior written consent. Such consent shall not be unreasonably withheld. In case the CONTRACTOR assigns all or any part of the moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the CONTRACTOR shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this Contract."

17.07 Liability

It is understood and agreed that members of the OWNER or the ENGINEER or any agent or employees of the OWNER signing this Agreement shall not be personally liable hereunder for any action incurred in connection with this Agreement.

17.08 State Statutes and Regulations

See Section 00830 for further modifications of the General Conditions due to state statutes and regulations.

17.09 Severability

If any provision of this Agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement and of such terms and conditions, except to such extent or in such application, shall not be affected thereby, and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law."

END OF SECTION

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SECTION 00830

STATE STATUTES AND REGULATIONS
COMMONWEALTH OF MASSACHUSETTS

A. REVISIONS TO GENERAL CONDITIONS

1. Definitions
2. Subsurface Conditions Found Different
3. Subcontracting
4. Permits
5. Contractor Records
6. Massachusetts Sales and Use Tax
7. Clarifications and Interpretations
8. Change of Contract Price
9. Payments
10. Suspension of Work and Termination
11. Labor Classification and Minimum Wage Rates

B. OTHER REGULATORY REQUIREMENTS

1. Working Hours
2. DEP Community Sound Level Criteria
3. OSHA 10 Hour Certification Requirements

ATTACHMENT A - Wage Rates

ATTACHMENT B

Excerpts from Chapter 149, Chapter 30 and Chapter 82 of the Massachusetts General Law

ATTACHMENT C

Change Orders

ATTACHMENT D

Minority and Women Business Enterprises

A. REVISIONS TO GENERAL CONDITIONS:

1. Definitions

The term "AWARDING AUTHORITY," as used herein, shall be considered to be synonymous with the term "OWNER," described in definition 1.01 A.30.

Delete definition 1.01 A.43 entitled "Substantial Completion" in the General Conditions in its entirety and insert the following in its place:

"Substantial Completion shall be interpreted in accordance with Massachusetts General Law Chapter 30, Section 39G or 39K as appropriate."

2. Subsurface Conditions Found Different

Add the following sentence to the end of paragraph 4.03A of the General Conditions:

"...to do so. Adjustments resulting from subsurface or latent physical conditions will be in accordance with Massachusetts General Law Chapter 30, Section 39N."

3. Subcontracting

Add the following language at the end of paragraph 6.06F of the General Conditions:

"Except as required otherwise by Massachusetts General Law Chapter 149, Section 44F, for Work governed by Chapter 149, sections 44A through 44H.

4. Permits

Delete paragraph 6.08A of the General Conditions in its entirety and insert the following in its place:

"A. Unless otherwise provided for in Section 00890 PERMITS, the AWARDING AUTHORITY shall be responsible for identifying and obtaining all federal, state, and local permits required by the nature and location of construction, including but not limited to railroad permits, building construction permits, and permits for street and highway cuts and openings. CONTRACTOR shall be responsible for obtaining all permits required of its equipment, work force, or particular operations (such as blasting) in the performance of the Work and not otherwise specified to be obtained by the AWARDING AUTHORITY. These permit fees shall be paid by CONTRACTOR. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of bids, or, if there are no Bids, on the Effective Date of the Agreement."

5. Contractor Records

Add a new paragraph immediately after paragraph 6.09C of the General Conditions, which is to read as follows:

"D. The CONTRACTOR shall comply with all applicable provisions Chapter 30, Section 39R of the Massachusetts General Laws regarding, CONTRACTOR's records."

6. Massachusetts Sales and Use Tax

Add the following paragraph after paragraph 6.10A of the General Conditions:

"B. The materials and supplies to be used by the CONTRACTOR in the Work of this Contract are exempt from the Sales and Use Tax of the Commonwealth of Massachusetts. The AWARDING AUTHORITY tax exemption certificate number will be furnished to the CONTRACTOR."

7. Clarifications and Interpretations

Add the following language at the end of paragraph 9.04A of the General Conditions:

"The ENGINEER'S interpretation will be made in accordance with the requirements of Massachusetts General Law Chapter 30, Section 39P."

8. Change of Contract Price

Delete paragraphs 11.01, 11.02 and 12.01 of the General Conditions, having to do with Change of Contract Price. Changes in contract price will be governed by the section called "Change Orders," in Attachment C, Section 00830 and Article 11 in the Supplementary Conditions.

9. Payments

Delete paragraph 14.02B.1 of the General Conditions in its entirety and insert the following in its place:

"1. Progress Payments will be made in accordance with Massachusetts General Law Chapter 30, Section 39G, or 39K, as applicable."

Add the following new paragraph following paragraph 14.02C.1 of the General Conditions:

"2. The CONTRACTOR shall make payments to Subcontractors in accordance with the requirements of Massachusetts General Law Chapter 30, Section 39F."

Delete paragraph 14.07B of the General Conditions in its entirety and insert the following in its place:

"1. If, on the basis of the ENGINEER's observation of the Work during construction and final inspection and, upon the ENGINEER's review of the final Application for Payment and accompanying documentation, the ENGINEER is satisfied that the Work has been completed and that the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the ENGINEER will indicate in writing its recommendation of payment and present the Application to the AWARDING AUTHORITY for payment. Thereupon the ENGINEER will give written notice to the AWARDING AUTHORITY and the CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.15. Otherwise, the ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment. In such case the CONTRACTOR shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, the AWARDING AUTHORITY shall in accordance with the applicable provisions of the Massachusetts General Laws, make payment to the CONTRACTOR."

10. Suspension of Work and Termination

Delete paragraph 15.01A of the General Conditions in its entirety and insert the following in its place:

"A. The AWARDING AUTHORITY may order, at any time and without cause, the CONTRACTOR to suspend or delay the Work in accordance with Massachusetts General Law Chapter 30, Section 39O."

11. Labor Classifications and Minimum Wage Rates

Add the following paragraphs under the heading "Wage Rates" after paragraph 17.09 of the Supplementary Conditions:

"17.11 Wage Rates

A. Minimum Wage Rates as determined by the Commissioner of the Division of Occupational Safety of the Executive Office of Labor and Workforce Development under the provisions of Massachusetts General Laws Chapter 149, Sections 26-27D apply to this project. A copy of the wage schedule is included in Attachment A of Section 00830. If, after the Notice of Award, it becomes necessary to employ any person in a trade or occupation not classified in the wage determinations, such person shall be paid at not less than such rates as shall be determined by the Commissioner. Such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation. The CONTRACTOR shall notify the AWARDING AUTHORITY of its intention to employ persons in trades or occupations not classified in the wage determinations as soon as possible in order to allow sufficient time for the AWARDING AUTHORITY to obtain approved rates for such trades or occupations.

- B. The schedule of wages referred to above are minimum rates only, and the AWARDING AUTHORITY will not consider any claims for additional compensation made by CONTRACTOR because of payment by the CONTRACTOR of any wage rate in excess of the applicable rate contained in the Contract.
- C. The said schedule of wages shall continue to be the minimum rates to be paid during the life of this Agreement, except in the case of the duration of this Agreement exceeding one year, when the Contractor will be responsible for requesting and obtaining updated minimum wage rates from the Owner before the one-year anniversary of the project's start date, and a legible copy of said schedule shall be kept posted in a conspicuous place at the site of the Work.
- D. CONTRACTOR and subcontractors shall submit a copy of weekly payroll records to the AWARDING AUTHORITY and the AWARDING AUTHORITY shall retain the records for a minimum of three years."

B. OTHER REGULATORY REQUIREMENTS:

1. Working Hours

No laborer, workman, mechanic, foreman, or inspector, working within the Commonwealth, in the employ of the CONTRACTOR, subcontractor, or other person doing or contracting to do the whole or a part of the work contemplated by this contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of emergency.

2. DEP Community Sound Level Criteria

The Community Sound Level Criteria as established by the Commonwealth of Massachusetts' Department of Environmental Protection (DEP) must be conformed to prior to the AWARDING AUTHORITY's acceptance of the structure. The following sound level criteria must be met at the construction site:

- A. The increase in the broadband noise level shall not be in excess of ten (10) dB(A) above ambient at the station boundary. The ambient level is defined as the A-weighted noise level that is exceeded ninety (90) percent of the time measured during the period in question.
- B. The primary noise source(s) shall not produce a puretone condition. Puretone is any given octave band center frequency that exceeds the two adjacent center frequencies by three (3) or more decibels.

3. OSHA 10 Hour Certification Requirements

All employees of the Contractor who work at the jobsite must have received OSHA 10 Hour safety training, and have proof, at the jobsite, of being certified by OSHA as having received the training. The Contractor must provide written proof (copy of OSHA card each employee is required to carry is preferred) of this certification for every employee with submission of the first certified payroll report for each employee.

END OF SECTION

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SECTION 00830

ATTACHMENT A

PREVAILING WAGE RATES



DEVAL L. PATRICK
Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

RACHEL KAPRIELIAN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: Town of Arlington
Contract Number: **City/Town:** ARLINGTON
Description of Work: Repair and replacement of equipment and other misc. work at the Town's Pump Stations.
Job Location: Multiple Locations

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAS, the apprentice must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	08/01/2014	\$32.40	\$9.91	\$8.80	\$0.00	\$51.11
	12/01/2014	\$32.40	\$9.91	\$9.33	\$0.00	\$51.64
	06/01/2015	\$32.75	\$9.91	\$9.33	\$0.00	\$51.99
	08/01/2015	\$32.75	\$10.41	\$9.33	\$0.00	\$52.49
	12/01/2015	\$32.75	\$10.41	\$10.08	\$0.00	\$53.24
	06/01/2016	\$33.25	\$10.41	\$10.08	\$0.00	\$53.74
	08/01/2016	\$33.25	\$10.91	\$10.08	\$0.00	\$54.24
	12/01/2016	\$33.25	\$10.91	\$10.89	\$0.00	\$55.05
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	08/01/2014	\$32.47	\$9.91	\$8.80	\$0.00	\$51.18
	12/01/2014	\$32.47	\$9.91	\$9.33	\$0.00	\$51.71
	06/01/2015	\$32.82	\$9.91	\$9.33	\$0.00	\$52.06
	08/01/2015	\$32.82	\$10.41	\$9.33	\$0.00	\$52.56
	12/01/2015	\$32.82	\$10.41	\$10.08	\$0.00	\$53.31
	06/01/2016	\$33.32	\$10.41	\$10.08	\$0.00	\$53.81
	08/01/2016	\$33.32	\$10.91	\$10.08	\$0.00	\$54.31
	12/01/2016	\$33.32	\$10.91	\$10.89	\$0.00	\$55.12
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	08/01/2014	\$32.59	\$9.91	\$8.80	\$0.00	\$51.30
	12/01/2014	\$32.59	\$9.91	\$9.33	\$0.00	\$51.83
	06/01/2015	\$32.94	\$9.91	\$9.33	\$0.00	\$52.18
	08/01/2015	\$32.94	\$10.41	\$9.33	\$0.00	\$52.68
	12/01/2015	\$32.94	\$10.41	\$10.08	\$0.00	\$53.43
	06/01/2016	\$33.44	\$10.41	\$10.08	\$0.00	\$53.93
	08/01/2016	\$33.44	\$10.91	\$10.08	\$0.00	\$54.43
	12/01/2016	\$33.44	\$10.91	\$10.89	\$0.00	\$55.24
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2014	\$87.36	\$9.80	\$18.17	\$0.00	\$115.33
	08/01/2015	\$90.51	\$9.80	\$18.17	\$0.00	\$118.48
AIR TRACK OPERATOR LABORERS - ZONE 1	06/01/2014	\$34.85	\$7.30	\$12.70	\$0.00	\$54.85
	12/01/2014	\$35.60	\$7.30	\$12.70	\$0.00	\$55.60
	06/01/2015	\$36.35	\$7.30	\$12.70	\$0.00	\$56.35
	12/01/2015	\$37.10	\$7.30	\$12.70	\$0.00	\$57.10
	06/01/2016	\$37.85	\$7.30	\$12.70	\$0.00	\$57.85
	12/01/2016	\$38.85	\$7.30	\$12.70	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	06/01/2014	\$31.58	\$10.40	\$5.95	\$0.00	\$47.93
	12/01/2014	\$32.48	\$10.40	\$5.95	\$0.00	\$48.83
	06/01/2015	\$33.43	\$10.40	\$5.95	\$0.00	\$49.78
	12/01/2015	\$34.38	\$10.40	\$5.95	\$0.00	\$50.73
ASPHALT RAKER LABORERS - ZONE 1	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
	12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
	06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.49	\$10.00	\$14.20	\$0.00	\$65.69
	12/01/2014	\$42.49	\$10.00	\$14.20	\$0.00	\$66.69
	06/01/2015	\$43.24	\$10.00	\$14.20	\$0.00	\$67.44
	12/01/2015	\$44.49	\$10.00	\$14.20	\$0.00	\$68.69
	06/01/2016	\$45.24	\$10.00	\$14.20	\$0.00	\$69.44
	12/01/2016	\$46.49	\$10.00	\$14.20	\$0.00	\$70.69
	06/01/2017	\$47.49	\$10.00	\$14.20	\$0.00	\$71.69
	12/01/2017	\$48.49	\$10.00	\$14.20	\$0.00	\$72.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.49	\$10.00	\$14.20	\$0.00	\$65.69
	12/01/2014	\$42.49	\$10.00	\$14.20	\$0.00	\$66.69
	06/01/2015	\$43.24	\$10.00	\$14.20	\$0.00	\$67.44
	12/01/2015	\$44.49	\$10.00	\$14.20	\$0.00	\$68.69
	06/01/2016	\$45.24	\$10.00	\$14.20	\$0.00	\$69.44
	12/01/2016	\$46.49	\$10.00	\$14.20	\$0.00	\$70.69
	06/01/2017	\$47.49	\$10.00	\$14.20	\$0.00	\$71.69
	12/01/2017	\$48.49	\$10.00	\$14.20	\$0.00	\$72.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
	12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
	06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.85	\$7.30	\$12.70	\$0.00	\$54.85
	12/01/2014	\$35.60	\$7.30	\$12.70	\$0.00	\$55.60
	06/01/2015	\$36.35	\$7.30	\$12.70	\$0.00	\$56.35
	12/01/2015	\$37.10	\$7.30	\$12.70	\$0.00	\$57.10
	06/01/2016	\$37.85	\$7.30	\$12.70	\$0.00	\$57.85
	12/01/2016	\$38.85	\$7.30	\$12.70	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2010	\$37.70	\$6.97	\$11.18	\$0.00	\$55.85

Classification

**Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate**

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2010

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$24.51	\$6.97	\$11.18	\$0.00	\$42.66
2	65	\$24.51	\$6.97	\$11.18	\$0.00	\$42.66
3	70	\$26.39	\$6.97	\$11.18	\$0.00	\$44.54
4	75	\$28.28	\$6.97	\$11.18	\$0.00	\$46.43
5	80	\$30.16	\$6.97	\$11.18	\$0.00	\$48.31
6	85	\$32.05	\$6.97	\$11.18	\$0.00	\$50.20
7	90	\$33.93	\$6.97	\$11.18	\$0.00	\$52.08
8	95	\$35.82	\$6.97	\$11.18	\$0.00	\$53.97

Notes:

Apprentice to Journeyworker Ratio:1:5

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	08/01/2014	\$48.96	\$10.18	\$18.22	\$0.00	\$77.36
BRICKLAYERS LOCAL 3 (BOSTON)	02/01/2015	\$49.52	\$10.18	\$18.22	\$0.00	\$77.92
	08/01/2015	\$50.42	\$10.18	\$18.29	\$0.00	\$78.89
	02/01/2016	\$50.99	\$10.18	\$18.29	\$0.00	\$79.46
	08/01/2016	\$51.89	\$10.18	\$18.37	\$0.00	\$80.44
	02/01/2017	\$52.46	\$10.18	\$18.37	\$0.00	\$81.01

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Boston

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.48	\$10.18	\$18.22	\$0.00	\$52.88
2	60	\$29.38	\$10.18	\$18.22	\$0.00	\$57.78
3	70	\$34.27	\$10.18	\$18.22	\$0.00	\$62.67
4	80	\$39.17	\$10.18	\$18.22	\$0.00	\$67.57
5	90	\$44.06	\$10.18	\$18.22	\$0.00	\$72.46

Effective Date - 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.76	\$10.18	\$18.22	\$0.00	\$53.16
2	60	\$29.71	\$10.18	\$18.22	\$0.00	\$58.11
3	70	\$34.66	\$10.18	\$18.22	\$0.00	\$63.06
4	80	\$39.62	\$10.18	\$18.22	\$0.00	\$68.02
5	90	\$44.57	\$10.18	\$18.22	\$0.00	\$72.97

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.10	\$10.00	\$14.20	\$0.00	\$65.30
	12/01/2014	\$42.09	\$10.00	\$14.20	\$0.00	\$66.29
	06/01/2015	\$42.83	\$10.00	\$14.20	\$0.00	\$67.03
	12/01/2015	\$44.07	\$10.00	\$14.20	\$0.00	\$68.27
	06/01/2016	\$44.82	\$10.00	\$14.20	\$0.00	\$69.02
	12/01/2016	\$46.05	\$10.00	\$14.20	\$0.00	\$70.25
	06/01/2017	\$47.04	\$10.00	\$14.20	\$0.00	\$71.24
	12/01/2017	\$48.03	\$10.00	\$14.20	\$0.00	\$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2014	\$35.20	\$7.30	\$12.90	\$0.00	\$55.40
	12/01/2014	\$35.95	\$7.30	\$12.90	\$0.00	\$56.15
	06/01/2015	\$36.70	\$7.30	\$12.90	\$0.00	\$56.90
	12/01/2015	\$37.45	\$7.30	\$12.90	\$0.00	\$57.65
	06/01/2016	\$38.20	\$7.30	\$12.90	\$0.00	\$58.40
	12/01/2016	\$39.20	\$7.30	\$12.90	\$0.00	\$59.40
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2014	\$34.05	\$7.30	\$12.90	\$0.00	\$54.25
	12/01/2014	\$34.80	\$7.30	\$12.90	\$0.00	\$55.00
	06/01/2015	\$35.55	\$7.30	\$12.90	\$0.00	\$55.75
	12/01/2015	\$36.30	\$7.30	\$12.90	\$0.00	\$56.50
	06/01/2016	\$37.05	\$7.30	\$12.90	\$0.00	\$57.25
	12/01/2016	\$38.05	\$7.30	\$12.90	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2014	\$34.05	\$7.30	\$12.90	\$0.00	\$54.25
	12/01/2014	\$34.80	\$7.30	\$12.90	\$0.00	\$55.00
	06/01/2015	\$35.55	\$7.30	\$12.90	\$0.00	\$55.75
	12/01/2015	\$36.30	\$7.30	\$12.90	\$0.00	\$56.50
	06/01/2016	\$37.05	\$7.30	\$12.90	\$0.00	\$57.25
	12/01/2016	\$38.05	\$7.30	\$12.90	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
	12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
	06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	09/01/2014	\$35.35	\$9.80	\$16.11	\$0.00	\$61.26
	03/01/2015	\$36.12	\$9.80	\$16.11	\$0.00	\$62.03

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.68	\$9.80	\$1.57	\$0.00	\$29.05
2	60	\$21.21	\$9.80	\$1.57	\$0.00	\$32.58
3	70	\$24.75	\$9.80	\$11.40	\$0.00	\$45.95
4	75	\$26.51	\$9.80	\$11.40	\$0.00	\$47.71
5	80	\$28.28	\$9.80	\$12.97	\$0.00	\$51.05
6	80	\$28.28	\$9.80	\$12.97	\$0.00	\$51.05
7	90	\$31.82	\$9.80	\$14.54	\$0.00	\$56.16
8	90	\$31.82	\$9.80	\$14.54	\$0.00	\$56.16

Effective Date - 03/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.06	\$9.80	\$1.57	\$0.00	\$29.43
2	60	\$21.67	\$9.80	\$1.57	\$0.00	\$33.04
3	70	\$25.28	\$9.80	\$11.40	\$0.00	\$46.48
4	75	\$27.09	\$9.80	\$11.40	\$0.00	\$48.29
5	80	\$28.90	\$9.80	\$12.97	\$0.00	\$51.67
6	80	\$28.90	\$9.80	\$12.97	\$0.00	\$51.67
7	90	\$32.51	\$9.80	\$14.54	\$0.00	\$56.85
8	90	\$32.51	\$9.80	\$14.54	\$0.00	\$56.85

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING	07/01/2014	\$43.77	\$10.90	\$18.71	\$1.30	\$74.68
BRICKLAYERS LOCAL 3 (BOSTON)	01/01/2015	\$44.69	\$10.90	\$18.71	\$1.30	\$75.60
	07/01/2015	\$45.29	\$10.90	\$18.71	\$1.30	\$76.20
	01/01/2016	\$46.21	\$10.90	\$18.71	\$1.30	\$77.12

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (Boston)
Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.89	\$10.90	\$12.21	\$1.30	\$46.30
2	60	\$26.26	\$10.90	\$13.71	\$1.30	\$52.17
3	65	\$28.45	\$10.90	\$14.71	\$1.30	\$55.36
4	70	\$30.64	\$10.90	\$15.71	\$1.30	\$58.55
5	75	\$32.83	\$10.90	\$16.71	\$1.30	\$61.74
6	80	\$35.02	\$10.90	\$17.71	\$1.30	\$64.93
7	90	\$39.39	\$10.90	\$18.71	\$1.30	\$70.30

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.35	\$10.90	\$12.21	\$1.30	\$46.76
2	60	\$26.81	\$10.90	\$13.71	\$1.30	\$52.72
3	65	\$29.05	\$10.90	\$14.71	\$1.30	\$55.96
4	70	\$31.28	\$10.90	\$15.71	\$1.30	\$59.19
5	75	\$33.52	\$10.90	\$16.71	\$1.30	\$62.43
6	80	\$35.75	\$10.90	\$17.71	\$1.30	\$65.66
7	90	\$40.22	\$10.90	\$18.71	\$1.30	\$71.13

Notes:

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
LABORERS - ZONE 1	12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
	06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	06/01/2014	\$42.49	\$10.00	\$14.20	\$0.00	\$66.69
OPERATING ENGINEERS LOCAL 4	12/01/2014	\$43.49	\$10.00	\$14.20	\$0.00	\$67.69
	06/01/2015	\$44.24	\$10.00	\$14.20	\$0.00	\$68.44
	12/01/2015	\$45.49	\$10.00	\$14.20	\$0.00	\$69.69
	06/01/2016	\$46.24	\$10.00	\$14.20	\$0.00	\$70.44
	12/01/2016	\$47.49	\$10.00	\$14.20	\$0.00	\$71.69
	06/01/2017	\$48.49	\$10.00	\$14.20	\$0.00	\$72.69
	12/01/2017	\$49.49	\$10.00	\$14.20	\$0.00	\$73.69

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$28.80	\$10.00	\$14.20	\$0.00	\$53.00
	12/01/2014	\$29.50	\$10.00	\$14.20	\$0.00	\$53.70
	06/01/2015	\$30.02	\$10.00	\$14.20	\$0.00	\$54.22
	12/01/2015	\$30.89	\$10.00	\$14.20	\$0.00	\$55.09
	06/01/2016	\$31.41	\$10.00	\$14.20	\$0.00	\$55.61
	12/01/2016	\$32.28	\$10.00	\$14.20	\$0.00	\$56.48
	06/01/2017	\$32.97	\$10.00	\$14.20	\$0.00	\$57.17
	12/01/2017	\$33.66	\$10.00	\$14.20	\$0.00	\$57.86

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2014	\$46.76	\$7.85	\$16.10	\$0.00	\$70.71
	01/01/2015	\$47.66	\$7.85	\$16.10	\$0.00	\$71.61
	07/01/2015	\$48.56	\$7.85	\$16.10	\$0.00	\$72.51
	01/01/2016	\$49.51	\$7.85	\$16.10	\$0.00	\$73.46
	07/01/2016	\$50.46	\$7.85	\$16.10	\$0.00	\$74.41
	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.38	\$7.85	\$0.00	\$0.00	\$31.23
2	55	\$25.72	\$7.85	\$3.66	\$0.00	\$37.23
3	60	\$28.06	\$7.85	\$3.99	\$0.00	\$39.90
4	65	\$30.39	\$7.85	\$4.32	\$0.00	\$42.56
5	70	\$32.73	\$7.85	\$14.11	\$0.00	\$54.69
6	75	\$35.07	\$7.85	\$14.44	\$0.00	\$57.36
7	80	\$37.41	\$7.85	\$14.77	\$0.00	\$60.03
8	90	\$42.08	\$7.85	\$15.44	\$0.00	\$65.37

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.83	\$7.85	\$0.00	\$0.00	\$31.68
2	55	\$26.21	\$7.85	\$3.66	\$0.00	\$37.72
3	60	\$28.60	\$7.85	\$3.99	\$0.00	\$40.44
4	65	\$30.98	\$7.85	\$4.32	\$0.00	\$43.15
5	70	\$33.36	\$7.85	\$14.11	\$0.00	\$55.32
6	75	\$35.75	\$7.85	\$14.44	\$0.00	\$58.04
7	80	\$38.13	\$7.85	\$14.77	\$0.00	\$60.75
8	90	\$42.89	\$7.85	\$15.44	\$0.00	\$66.18

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: ADZEMAN LABORERS - ZONE 1	06/01/2014	\$34.25	\$7.30	\$12.70	\$0.00	\$54.25
	12/01/2014	\$35.00	\$7.30	\$12.70	\$0.00	\$55.00
	06/01/2015	\$35.75	\$7.30	\$12.70	\$0.00	\$55.75
	12/01/2015	\$36.50	\$7.30	\$12.70	\$0.00	\$56.50
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 1	06/01/2014	\$35.25	\$7.30	\$12.70	\$0.00	\$55.25
	12/01/2014	\$36.00	\$7.30	\$12.70	\$0.00	\$56.00
	06/01/2015	\$36.75	\$7.30	\$12.70	\$0.00	\$56.75
	12/01/2015	\$37.50	\$7.30	\$12.70	\$0.00	\$57.50
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS LABORERS - ZONE 1	06/01/2014	\$35.00	\$7.30	\$12.70	\$0.00	\$55.00
	12/01/2014	\$35.75	\$7.30	\$12.70	\$0.00	\$55.75
	06/01/2015	\$36.50	\$7.30	\$12.70	\$0.00	\$56.50
	12/01/2015	\$37.25	\$7.30	\$12.70	\$0.00	\$57.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 1	06/01/2014	\$35.25	\$7.30	\$12.70	\$0.00	\$55.25
	12/01/2014	\$36.00	\$7.30	\$12.70	\$0.00	\$56.00
	06/01/2015	\$36.75	\$7.30	\$12.70	\$0.00	\$56.75
	12/01/2015	\$37.50	\$7.30	\$12.70	\$0.00	\$57.50
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 1	06/01/2014	\$35.00	\$7.30	\$12.70	\$0.00	\$55.00
	12/01/2014	\$35.75	\$7.30	\$12.70	\$0.00	\$55.75
	06/01/2015	\$36.50	\$7.30	\$12.70	\$0.00	\$56.50
	12/01/2015	\$37.25	\$7.30	\$12.70	\$0.00	\$57.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER LABORERS - ZONE 1	06/01/2014	\$34.25	\$7.30	\$12.70	\$0.00	\$54.25
	12/01/2014	\$35.00	\$7.30	\$12.70	\$0.00	\$55.00
	06/01/2015	\$35.75	\$7.30	\$12.70	\$0.00	\$55.75
	12/01/2015	\$36.50	\$7.30	\$12.70	\$0.00	\$56.50
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2014	\$41.10	\$10.00	\$14.20	\$0.00	\$65.30
	12/01/2014	\$42.09	\$10.00	\$14.20	\$0.00	\$66.29
	06/01/2015	\$42.83	\$10.00	\$14.20	\$0.00	\$67.03
	12/01/2015	\$44.07	\$10.00	\$14.20	\$0.00	\$68.27
	06/01/2016	\$44.82	\$10.00	\$14.20	\$0.00	\$69.02
	12/01/2016	\$46.05	\$10.00	\$14.20	\$0.00	\$70.25
	06/01/2017	\$47.04	\$10.00	\$14.20	\$0.00	\$71.24
	12/01/2017	\$48.03	\$10.00	\$14.20	\$0.00	\$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2014	\$58.24	\$9.80	\$18.17	\$0.00	\$86.21
	08/01/2015	\$60.34	\$9.80	\$18.17	\$0.00	\$88.31
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2014	\$41.60	\$9.80	\$18.17	\$0.00	\$69.57
	08/01/2015	\$43.10	\$9.80	\$18.17	\$0.00	\$71.07
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2014	\$62.40	\$9.80	\$18.17	\$0.00	\$90.37
	08/01/2015	\$64.65	\$9.80	\$18.17	\$0.00	\$92.62
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2014	\$87.36	\$9.80	\$18.17	\$0.00	\$115.33
	08/01/2015	\$90.51	\$9.80	\$18.17	\$0.00	\$118.48

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DRAWBRIDGE OPERATOR (Construction)	09/01/2014	\$44.79	\$13.00	\$15.04	\$0.00	\$72.83
ELECTRICIANS LOCAL 103	03/01/2015	\$45.17	\$13.00	\$15.40	\$0.00	\$73.57
	09/01/2015	\$46.13	\$13.00	\$15.43	\$0.00	\$74.56
	03/01/2016	\$47.08	\$13.00	\$15.46	\$0.00	\$75.54

For apprentice rates see "Apprentice- ELECTRICIAN"

ELECTRICIAN	09/01/2014	\$44.79	\$13.00	\$15.04	\$0.00	\$72.83
ELECTRICIANS LOCAL 103	03/01/2015	\$45.17	\$13.00	\$15.40	\$0.00	\$73.57
	09/01/2015	\$46.13	\$13.00	\$15.43	\$0.00	\$74.56
	03/01/2016	\$47.08	\$13.00	\$15.46	\$0.00	\$75.54

Apprentice - ELECTRICIAN - Local 103

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.92	\$13.00	\$0.54	\$0.00	\$31.46
2	40	\$17.92	\$13.00	\$0.54	\$0.00	\$31.46
3	45	\$20.16	\$13.00	\$11.33	\$0.00	\$44.49
4	45	\$20.16	\$13.00	\$11.33	\$0.00	\$44.49
5	50	\$22.40	\$13.00	\$11.67	\$0.00	\$47.07
6	55	\$24.63	\$13.00	\$12.01	\$0.00	\$49.64
7	60	\$26.87	\$13.00	\$12.35	\$0.00	\$52.22
8	65	\$29.11	\$13.00	\$12.68	\$0.00	\$54.79
9	70	\$31.35	\$13.00	\$13.02	\$0.00	\$57.37
10	75	\$33.59	\$13.00	\$13.36	\$0.00	\$59.95

Effective Date - 03/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.07	\$13.00	\$0.54	\$0.00	\$31.61
2	40	\$18.07	\$13.00	\$0.54	\$0.00	\$31.61
3	45	\$20.33	\$13.00	\$11.63	\$0.00	\$44.96
4	45	\$20.33	\$13.00	\$11.63	\$0.00	\$44.96
5	50	\$22.59	\$13.00	\$11.97	\$0.00	\$47.56
6	55	\$24.84	\$13.00	\$12.32	\$0.00	\$50.16
7	60	\$27.10	\$13.00	\$12.66	\$0.00	\$52.76
8	65	\$29.36	\$13.00	\$13.00	\$0.00	\$55.36
9	70	\$31.62	\$13.00	\$13.34	\$0.00	\$57.96
10	75	\$33.88	\$13.00	\$13.69	\$0.00	\$60.57

Notes:

App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR	01/01/2012	\$52.45	\$8.78	\$6.96	\$0.00	\$68.19
ELEVATOR CONSTRUCTORS LOCAL 4						

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELEVATOR CONSTRUCTOR - Local 4
Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.23	\$8.78	\$0.00	\$0.00	\$35.01
2	55	\$28.85	\$8.78	\$6.96	\$0.00	\$44.59
3	65	\$34.09	\$8.78	\$6.96	\$0.00	\$49.83
4	70	\$36.72	\$8.78	\$6.96	\$0.00	\$52.46
5	80	\$41.96	\$8.78	\$6.96	\$0.00	\$57.70

Notes:

Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2012	\$38.59	\$8.78	\$6.96	\$0.00	\$54.33
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For apprentice rates see "Apprentice- ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR LABORERS - ZONE 1	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
	12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
	06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	05/01/2014	\$38.87	\$10.00	\$14.18	\$0.00	\$63.05
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	05/01/2014	\$40.29	\$10.00	\$14.18	\$0.00	\$64.47
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	05/01/2014	\$20.92	\$10.00	\$14.18	\$0.00	\$45.10
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIRE ALARM INSTALLER ELECTRICIANS LOCAL 103	09/01/2014	\$44.79	\$13.00	\$15.04	\$0.00	\$72.83
	03/01/2015	\$45.17	\$13.00	\$15.40	\$0.00	\$73.57
	09/01/2015	\$46.13	\$13.00	\$15.43	\$0.00	\$74.56
	03/01/2016	\$47.08	\$13.00	\$15.46	\$0.00	\$75.54

For apprentice rates see "Apprentice- ELECTRICIAN"

FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONINGELECTRICIANS LOCAL 103	09/01/2014	\$33.59	\$13.00	\$13.36	\$0.00	\$59.95
	03/01/2015	\$33.88	\$13.00	\$13.70	\$0.00	\$60.58
	09/01/2015	\$34.60	\$13.00	\$13.72	\$0.00	\$61.32
	03/01/2016	\$35.31	\$13.00	\$13.74	\$0.00	\$62.05

For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$34.59	\$10.00	\$14.20	\$0.00	\$58.79
	12/01/2014	\$35.43	\$10.00	\$14.20	\$0.00	\$59.63
	06/01/2015	\$36.05	\$10.00	\$14.20	\$0.00	\$60.25
	12/01/2015	\$37.10	\$10.00	\$14.20	\$0.00	\$61.30
	06/01/2016	\$37.72	\$10.00	\$14.20	\$0.00	\$61.92
	12/01/2016	\$38.76	\$10.00	\$14.20	\$0.00	\$62.96
	06/01/2017	\$39.60	\$10.00	\$14.20	\$0.00	\$63.80
	12/01/2017	\$40.43	\$10.00	\$14.20	\$0.00	\$64.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 1</i>	06/01/2014	\$20.50	\$7.30	\$12.70	\$0.00	\$40.50
	12/01/2014	\$20.50	\$7.30	\$12.70	\$0.00	\$40.50
	06/01/2015	\$20.50	\$7.30	\$12.70	\$0.00	\$40.50
	12/01/2015	\$20.50	\$7.30	\$12.70	\$0.00	\$40.50
	06/01/2016	\$20.50	\$7.30	\$12.70	\$0.00	\$40.50
	12/01/2016	\$20.50	\$7.30	\$12.70	\$0.00	\$40.50
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	09/01/2014	\$40.40	\$9.80	\$17.21	\$0.00	\$67.41

Apprentice - FLOORCOVERER - Local 2168 Zone 1

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.20	\$9.80	\$1.79	\$0.00	\$31.79
2	55	\$22.22	\$9.80	\$1.79	\$0.00	\$33.81
3	60	\$24.24	\$9.80	\$11.84	\$0.00	\$45.88
4	65	\$26.26	\$9.80	\$11.84	\$0.00	\$47.90
5	70	\$28.28	\$9.80	\$13.63	\$0.00	\$51.71
6	75	\$30.30	\$9.80	\$13.63	\$0.00	\$53.73
7	80	\$32.32	\$9.80	\$15.42	\$0.00	\$57.54
8	85	\$34.34	\$9.80	\$15.42	\$0.00	\$59.56

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.49	\$10.00	\$14.20	\$0.00	\$65.69
	12/01/2014	\$42.49	\$10.00	\$14.20	\$0.00	\$66.69
	06/01/2015	\$43.24	\$10.00	\$14.20	\$0.00	\$67.44
	12/01/2015	\$44.49	\$10.00	\$14.20	\$0.00	\$68.69
	06/01/2016	\$45.24	\$10.00	\$14.20	\$0.00	\$69.44
	12/01/2016	\$46.49	\$10.00	\$14.20	\$0.00	\$70.69
	06/01/2017	\$47.49	\$10.00	\$14.20	\$0.00	\$71.69
	12/01/2017	\$48.49	\$10.00	\$14.20	\$0.00	\$72.69

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GENERATOR/LIGHTING PLANT/HEATERS OPERATING ENGINEERS LOCAL 4	06/01/2014	\$28.80	\$10.00	\$14.20	\$0.00	\$53.00
	12/01/2014	\$29.50	\$10.00	\$14.20	\$0.00	\$53.70
	06/01/2015	\$30.02	\$10.00	\$14.20	\$0.00	\$54.22
	12/01/2015	\$30.89	\$10.00	\$14.20	\$0.00	\$55.09
	06/01/2016	\$31.41	\$10.00	\$14.20	\$0.00	\$55.61
	12/01/2016	\$32.28	\$10.00	\$14.20	\$0.00	\$56.48
	06/01/2017	\$32.97	\$10.00	\$14.20	\$0.00	\$57.17
	12/01/2017	\$33.66	\$10.00	\$14.20	\$0.00	\$57.86
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) GLAZIERS LOCAL 35 (ZONE 2)	07/01/2014	\$36.26	\$7.85	\$16.10	\$0.00	\$60.21
	01/01/2015	\$37.16	\$7.85	\$16.10	\$0.00	\$61.11
	07/01/2015	\$38.06	\$7.85	\$16.10	\$0.00	\$62.01
	01/01/2016	\$39.01	\$7.85	\$16.10	\$0.00	\$62.96
	07/01/2016	\$39.96	\$7.85	\$16.10	\$0.00	\$63.91
	01/01/2017	\$40.91	\$7.85	\$16.10	\$0.00	\$64.86

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.13	\$7.85	\$0.00	\$0.00	\$25.98
2	55	\$19.94	\$7.85	\$3.66	\$0.00	\$31.45
3	60	\$21.76	\$7.85	\$3.99	\$0.00	\$33.60
4	65	\$23.57	\$7.85	\$4.32	\$0.00	\$35.74
5	70	\$25.38	\$7.85	\$14.11	\$0.00	\$47.34
6	75	\$27.20	\$7.85	\$14.44	\$0.00	\$49.49
7	80	\$29.01	\$7.85	\$14.77	\$0.00	\$51.63
8	90	\$32.63	\$7.85	\$15.44	\$0.00	\$55.92

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.58	\$7.85	\$0.00	\$0.00	\$26.43
2	55	\$20.44	\$7.85	\$3.66	\$0.00	\$31.95
3	60	\$22.30	\$7.85	\$3.99	\$0.00	\$34.14
4	65	\$24.15	\$7.85	\$4.32	\$0.00	\$36.32
5	70	\$26.01	\$7.85	\$14.11	\$0.00	\$47.97
6	75	\$27.87	\$7.85	\$14.44	\$0.00	\$50.16
7	80	\$29.73	\$7.85	\$14.77	\$0.00	\$52.35
8	90	\$33.44	\$7.85	\$15.44	\$0.00	\$56.73

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HOISTING ENGINEER/CRANES/GRADALLS OPERATING ENGINEERS LOCAL 4	06/01/2014	\$41.49	\$10.00	\$14.20	\$0.00	\$65.69
	12/01/2014	\$42.49	\$10.00	\$14.20	\$0.00	\$66.69
	06/01/2015	\$43.24	\$10.00	\$14.20	\$0.00	\$67.44
	12/01/2015	\$44.49	\$10.00	\$14.20	\$0.00	\$68.69
	06/01/2016	\$45.24	\$10.00	\$14.20	\$0.00	\$69.44
	12/01/2016	\$46.49	\$10.00	\$14.20	\$0.00	\$70.69
	06/01/2017	\$47.49	\$10.00	\$14.20	\$0.00	\$71.69
	12/01/2017	\$48.49	\$10.00	\$14.20	\$0.00	\$72.69

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 06/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.82	\$10.00	\$0.00	\$0.00	\$32.82
2	60	\$24.89	\$10.00	\$14.18	\$0.00	\$49.07
3	65	\$26.97	\$10.00	\$14.18	\$0.00	\$51.15
4	70	\$29.04	\$10.00	\$14.18	\$0.00	\$53.22
5	75	\$31.12	\$10.00	\$14.18	\$0.00	\$55.30
6	80	\$33.19	\$10.00	\$14.18	\$0.00	\$57.37
7	85	\$35.27	\$10.00	\$14.18	\$0.00	\$59.45
8	90	\$37.34	\$10.00	\$14.18	\$0.00	\$61.52

Effective Date - 12/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.37	\$10.00	\$0.00	\$0.00	\$33.37
2	60	\$25.49	\$10.00	\$14.18	\$0.00	\$49.67
3	65	\$27.62	\$10.00	\$14.18	\$0.00	\$51.80
4	70	\$29.74	\$10.00	\$14.18	\$0.00	\$53.92
5	75	\$31.87	\$10.00	\$14.18	\$0.00	\$56.05
6	80	\$33.99	\$10.00	\$14.18	\$0.00	\$58.17
7	85	\$36.12	\$10.00	\$14.18	\$0.00	\$60.30
8	90	\$38.24	\$10.00	\$14.18	\$0.00	\$62.42

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	08/01/2014	\$42.79	\$9.82	\$20.54	\$2.19	\$75.34
	02/01/2015	\$43.69	\$9.82	\$20.54	\$2.19	\$76.24
	08/01/2015	\$44.69	\$9.82	\$20.54	\$2.19	\$77.24
	02/01/2016	\$45.69	\$9.82	\$20.54	\$2.19	\$78.24
	08/01/2016	\$46.84	\$9.82	\$20.54	\$2.19	\$79.39
	02/01/2017	\$47.94	\$9.82	\$20.54	\$2.19	\$80.49
	08/01/2017	\$49.04	\$9.82	\$20.54	\$2.19	\$81.59
	02/01/2018	\$50.19	\$9.82	\$20.54	\$2.19	\$82.74

For apprentice rates see "Apprentice- SHEET METAL WORKER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 103</i>	09/01/2014	\$44.79	\$13.00	\$15.04	\$0.00	\$72.83
	03/01/2015	\$45.17	\$13.00	\$15.40	\$0.00	\$73.57
	09/01/2015	\$46.13	\$13.00	\$15.43	\$0.00	\$74.56
	03/01/2016	\$47.08	\$13.00	\$15.46	\$0.00	\$75.54
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	08/01/2014	\$42.79	\$9.82	\$20.54	\$2.19	\$75.34
	02/01/2015	\$43.69	\$9.82	\$20.54	\$2.19	\$76.24
	08/01/2015	\$44.69	\$9.82	\$20.54	\$2.19	\$77.24
	02/01/2016	\$45.69	\$9.82	\$20.54	\$2.19	\$78.24
	08/01/2016	\$46.84	\$9.82	\$20.54	\$2.19	\$79.39
	02/01/2017	\$47.94	\$9.82	\$20.54	\$2.19	\$80.49
	08/01/2017	\$49.04	\$9.82	\$20.54	\$2.19	\$81.59
	02/01/2018	\$50.19	\$9.82	\$20.54	\$2.19	\$82.74
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) <i>PIPEFITTERS LOCAL 537</i>	09/01/2014	\$48.69	\$9.20	\$16.64	\$0.00	\$74.53
	03/01/2015	\$49.69	\$9.20	\$16.64	\$0.00	\$75.53
	09/01/2015	\$50.69	\$9.20	\$16.64	\$0.00	\$76.53
	03/01/2016	\$51.69	\$9.20	\$16.64	\$0.00	\$77.53
	09/01/2016	\$52.69	\$9.20	\$16.64	\$0.00	\$78.53
	03/01/2017	\$53.69	\$9.20	\$16.64	\$0.00	\$79.53
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PIPEFITTERS LOCAL 537</i>	09/01/2014	\$48.69	\$9.20	\$16.64	\$0.00	\$74.53
	03/01/2015	\$49.69	\$9.20	\$16.64	\$0.00	\$75.53
	09/01/2015	\$50.69	\$9.20	\$16.64	\$0.00	\$76.53
	03/01/2016	\$51.69	\$9.20	\$16.64	\$0.00	\$77.53
	09/01/2016	\$52.69	\$9.20	\$16.64	\$0.00	\$78.53
	03/01/2017	\$53.69	\$9.20	\$16.64	\$0.00	\$79.53
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.85	\$7.30	\$12.70	\$0.00	\$54.85
	12/01/2014	\$35.60	\$7.30	\$12.70	\$0.00	\$55.60
	06/01/2015	\$36.35	\$7.30	\$12.70	\$0.00	\$56.35
	12/01/2015	\$37.10	\$7.30	\$12.70	\$0.00	\$57.10
	06/01/2016	\$37.85	\$7.30	\$12.70	\$0.00	\$57.85
	12/01/2016	\$38.85	\$7.30	\$12.70	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	09/01/2014	\$44.11	\$10.95	\$12.10	\$0.00	\$67.16

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston
Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.06	\$10.95	\$9.00	\$0.00	\$42.01
2	60	\$26.47	\$10.95	\$9.62	\$0.00	\$47.04
3	70	\$30.88	\$10.95	\$10.24	\$0.00	\$52.07
4	80	\$35.29	\$10.95	\$10.86	\$0.00	\$57.10

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER
IRONWORKERS LOCAL 7 (BOSTON AREA)

03/16/2014 \$41.19 \$7.70 \$19.25 \$0.00 \$68.14

Apprentice - IRONWORKER - Local 7 Boston
Effective Date - 03/16/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.71	\$7.70	\$19.25	\$0.00	\$51.66
2	70	\$28.83	\$7.70	\$19.25	\$0.00	\$55.78
3	75	\$30.89	\$7.70	\$19.25	\$0.00	\$57.84
4	80	\$32.95	\$7.70	\$19.25	\$0.00	\$59.90
5	85	\$35.01	\$7.70	\$19.25	\$0.00	\$61.96
6	90	\$37.07	\$7.70	\$19.25	\$0.00	\$64.02

Notes:

** Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:**

JACKHAMMER & PAVING BREAKER OPERATOR
LABORERS - ZONE 1

06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

LABORER
LABORERS - ZONE 1

06/01/2014	\$34.10	\$7.30	\$12.70	\$0.00	\$54.10
12/01/2014	\$34.85	\$7.30	\$12.70	\$0.00	\$54.85
06/01/2015	\$35.60	\$7.30	\$12.70	\$0.00	\$55.60
12/01/2015	\$36.35	\$7.30	\$12.70	\$0.00	\$56.35
06/01/2016	\$37.10	\$7.30	\$12.70	\$0.00	\$57.10
12/01/2016	\$38.10	\$7.30	\$12.70	\$0.00	\$58.10

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 1
Effective Date - 06/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.46	\$7.30	\$12.70	\$0.00	\$40.46
2	70	\$23.87	\$7.30	\$12.70	\$0.00	\$43.87
3	80	\$27.28	\$7.30	\$12.70	\$0.00	\$47.28
4	90	\$30.69	\$7.30	\$12.70	\$0.00	\$50.69

Effective Date - 12/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.91	\$7.30	\$12.70	\$0.00	\$40.91
2	70	\$24.40	\$7.30	\$12.70	\$0.00	\$44.40
3	80	\$27.88	\$7.30	\$12.70	\$0.00	\$47.88
4	90	\$31.37	\$7.30	\$12.70	\$0.00	\$51.37

Notes:
Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER LABORERS - ZONE 1	06/01/2014	\$34.10	\$7.30	\$12.70	\$0.00	\$54.10
	12/01/2014	\$34.85	\$7.30	\$12.70	\$0.00	\$54.85
	06/01/2015	\$35.60	\$7.30	\$12.70	\$0.00	\$55.60
	12/01/2015	\$36.35	\$7.30	\$12.70	\$0.00	\$56.35
	06/01/2016	\$37.10	\$7.30	\$12.70	\$0.00	\$57.10
	12/01/2016	\$38.10	\$7.30	\$12.70	\$0.00	\$58.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 1	06/01/2014	\$34.10	\$7.30	\$12.70	\$0.00	\$54.10
	12/01/2014	\$34.85	\$7.30	\$12.70	\$0.00	\$54.85
	06/01/2015	\$35.60	\$7.30	\$12.70	\$0.00	\$55.60
	12/01/2015	\$36.35	\$7.30	\$12.70	\$0.00	\$56.35
	06/01/2016	\$37.10	\$7.30	\$12.70	\$0.00	\$57.10
	12/01/2016	\$38.10	\$7.30	\$12.70	\$0.00	\$58.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS - ZONE 1	06/01/2014	\$34.25	\$7.30	\$12.70	\$0.00	\$54.25
	12/01/2014	\$35.00	\$7.30	\$12.70	\$0.00	\$55.00
	06/01/2015	\$35.75	\$7.30	\$12.70	\$0.00	\$55.75
	12/01/2015	\$36.50	\$7.30	\$12.70	\$0.00	\$56.50
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER LABORERS - ZONE 1	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
	12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
	06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.10	\$7.30	\$12.70	\$0.00	\$54.10
	12/01/2014	\$34.85	\$7.30	\$12.70	\$0.00	\$54.85
	06/01/2015	\$35.60	\$7.30	\$12.70	\$0.00	\$55.60
	12/01/2015	\$36.35	\$7.30	\$12.70	\$0.00	\$56.35
	06/01/2016	\$37.10	\$7.30	\$12.70	\$0.00	\$57.10
	12/01/2016	\$38.10	\$7.30	\$12.70	\$0.00	\$58.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.10	\$7.30	\$12.70	\$0.00	\$54.10
	12/01/2014	\$34.85	\$7.30	\$12.70	\$0.00	\$54.85
	06/01/2015	\$35.60	\$7.30	\$12.70	\$0.00	\$55.60
	12/01/2015	\$36.35	\$7.30	\$12.70	\$0.00	\$56.35
	06/01/2016	\$37.10	\$7.30	\$12.70	\$0.00	\$57.10
	12/01/2016	\$38.10	\$7.30	\$12.70	\$0.00	\$58.10
This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
	12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
	06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2014	\$37.37	\$10.18	\$16.90	\$0.00	\$64.45
	02/01/2015	\$37.82	\$10.18	\$16.90	\$0.00	\$64.90
	08/01/2015	\$38.53	\$10.18	\$16.97	\$0.00	\$65.68
	02/01/2016	\$38.98	\$10.18	\$16.97	\$0.00	\$66.13
	08/01/2016	\$39.68	\$10.18	\$17.05	\$0.00	\$66.91
	02/01/2017	\$40.14	\$10.18	\$17.05	\$0.00	\$67.37

Classification

**Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate**

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.69	\$10.18	\$16.90	\$0.00	\$45.77
2	60	\$22.42	\$10.18	\$16.90	\$0.00	\$49.50
3	70	\$26.16	\$10.18	\$16.90	\$0.00	\$53.24
4	80	\$29.90	\$10.18	\$16.90	\$0.00	\$56.98
5	90	\$33.63	\$10.18	\$16.90	\$0.00	\$60.71

Effective Date - 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.91	\$10.18	\$16.90	\$0.00	\$45.99
2	60	\$22.69	\$10.18	\$16.90	\$0.00	\$49.77
3	70	\$26.47	\$10.18	\$16.90	\$0.00	\$53.55
4	80	\$30.26	\$10.18	\$16.90	\$0.00	\$57.34
5	90	\$34.04	\$10.18	\$16.90	\$0.00	\$61.12

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS,TILELAYERS & TERRAZZO MECH	08/01/2014	\$49.00	\$10.18	\$18.22	\$0.00	\$77.40
BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2015	\$49.56	\$10.18	\$18.22	\$0.00	\$77.96
	08/01/2015	\$50.46	\$10.18	\$18.29	\$0.00	\$78.93
	02/01/2016	\$51.03	\$10.18	\$18.29	\$0.00	\$79.50
	08/01/2016	\$51.93	\$10.18	\$18.37	\$0.00	\$80.48
	02/01/2017	\$52.50	\$10.18	\$18.37	\$0.00	\$81.05

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile
Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.50	\$10.18	\$18.22	\$0.00	\$52.90
2	60	\$29.40	\$10.18	\$18.22	\$0.00	\$57.80
3	70	\$34.30	\$10.18	\$18.22	\$0.00	\$62.70
4	80	\$39.20	\$10.18	\$18.22	\$0.00	\$67.60
5	90	\$44.10	\$10.18	\$18.22	\$0.00	\$72.50

Effective Date - 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.78	\$10.18	\$18.22	\$0.00	\$53.18
2	60	\$29.74	\$10.18	\$18.22	\$0.00	\$58.14
3	70	\$34.69	\$10.18	\$18.22	\$0.00	\$63.09
4	80	\$39.65	\$10.18	\$18.22	\$0.00	\$68.05
5	90	\$44.60	\$10.18	\$18.22	\$0.00	\$73.00

Notes:
Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	06/01/2014	\$41.10	\$10.00	\$14.20	\$0.00	\$65.30
OPERATING ENGINEERS LOCAL 4	12/01/2014	\$42.09	\$10.00	\$14.20	\$0.00	\$66.29
	06/01/2015	\$42.83	\$10.00	\$14.20	\$0.00	\$67.03
	12/01/2015	\$44.07	\$10.00	\$14.20	\$0.00	\$68.27
	06/01/2016	\$44.82	\$10.00	\$14.20	\$0.00	\$69.02
	12/01/2016	\$46.05	\$10.00	\$14.20	\$0.00	\$70.25
	06/01/2017	\$47.04	\$10.00	\$14.20	\$0.00	\$71.24
	12/01/2017	\$48.03	\$10.00	\$14.20	\$0.00	\$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE	06/01/2014	\$41.10	\$10.00	\$14.20	\$0.00	\$65.30
OPERATING ENGINEERS LOCAL 4	12/01/2014	\$42.09	\$10.00	\$14.20	\$0.00	\$66.29
	06/01/2015	\$42.83	\$10.00	\$14.20	\$0.00	\$67.03
	12/01/2015	\$44.07	\$10.00	\$14.20	\$0.00	\$68.27
	06/01/2016	\$44.82	\$10.00	\$14.20	\$0.00	\$69.02
	12/01/2016	\$46.05	\$10.00	\$14.20	\$0.00	\$70.25
	06/01/2017	\$47.04	\$10.00	\$14.20	\$0.00	\$71.24
	12/01/2017	\$48.03	\$10.00	\$14.20	\$0.00	\$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 1)	04/01/2014	\$35.73	\$9.80	\$16.21	\$0.00	\$61.74
MILLWRIGHTS LOCAL 1121 - Zone 1	10/01/2014	\$36.68	\$9.80	\$16.21	\$0.00	\$62.69
	04/01/2015	\$37.64	\$9.80	\$16.21	\$0.00	\$63.65

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 1
Effective Date - 04/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$19.65	\$9.80	\$4.48	\$0.00	\$33.93
2	65	\$23.22	\$9.80	\$13.36	\$0.00	\$46.38
3	75	\$26.80	\$9.80	\$14.18	\$0.00	\$50.78
4	85	\$30.37	\$9.80	\$14.99	\$0.00	\$55.16

Effective Date - 10/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$20.17	\$9.80	\$4.48	\$0.00	\$34.45
2	65	\$23.84	\$9.80	\$13.36	\$0.00	\$47.00
3	75	\$27.51	\$9.80	\$14.18	\$0.00	\$51.49
4	85	\$31.18	\$9.80	\$14.99	\$0.00	\$55.97

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
	12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
	06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$21.48	\$10.00	\$14.20	\$0.00	\$45.68
	12/01/2014	\$22.00	\$10.00	\$14.20	\$0.00	\$46.20
	06/01/2015	\$22.38	\$10.00	\$14.20	\$0.00	\$46.58
	12/01/2015	\$23.03	\$10.00	\$14.20	\$0.00	\$47.23
	06/01/2016	\$23.42	\$10.00	\$14.20	\$0.00	\$47.62
	12/01/2016	\$24.07	\$10.00	\$14.20	\$0.00	\$48.27
	06/01/2017	\$24.58	\$10.00	\$14.20	\$0.00	\$48.78
	12/01/2017	\$25.10	\$10.00	\$14.20	\$0.00	\$49.30
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$25.03	\$10.00	\$14.20	\$0.00	\$49.23
	12/01/2014	\$25.64	\$10.00	\$14.20	\$0.00	\$49.84
	06/01/2015	\$26.09	\$10.00	\$14.20	\$0.00	\$50.29
	12/01/2015	\$26.84	\$10.00	\$14.20	\$0.00	\$51.04
	06/01/2016	\$27.30	\$10.00	\$14.20	\$0.00	\$51.50
	12/01/2016	\$28.05	\$10.00	\$14.20	\$0.00	\$52.25
	06/01/2017	\$28.65	\$10.00	\$14.20	\$0.00	\$52.85
	12/01/2017	\$29.26	\$10.00	\$14.20	\$0.00	\$53.46
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.10	\$10.00	\$14.20	\$0.00	\$65.30
	12/01/2014	\$42.09	\$10.00	\$14.20	\$0.00	\$66.29
	06/01/2015	\$42.83	\$10.00	\$14.20	\$0.00	\$67.03
	12/01/2015	\$44.07	\$10.00	\$14.20	\$0.00	\$68.27
	06/01/2016	\$44.82	\$10.00	\$14.20	\$0.00	\$69.02
	12/01/2016	\$46.05	\$10.00	\$14.20	\$0.00	\$70.25
	06/01/2017	\$47.04	\$10.00	\$14.20	\$0.00	\$71.24
	12/01/2017	\$48.03	\$10.00	\$14.20	\$0.00	\$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2014	\$46.76	\$7.85	\$16.10	\$0.00	\$70.71
	01/01/2015	\$47.66	\$7.85	\$16.10	\$0.00	\$71.61
	07/01/2015	\$48.56	\$7.85	\$16.10	\$0.00	\$72.51
	01/01/2016	\$49.51	\$7.85	\$16.10	\$0.00	\$73.46
	07/01/2016	\$50.46	\$7.85	\$16.10	\$0.00	\$74.41
	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.38	\$7.85	\$0.00	\$0.00	\$31.23
2	55	\$25.72	\$7.85	\$3.66	\$0.00	\$37.23
3	60	\$28.06	\$7.85	\$3.99	\$0.00	\$39.90
4	65	\$30.39	\$7.85	\$4.32	\$0.00	\$42.56
5	70	\$32.73	\$7.85	\$14.11	\$0.00	\$54.69
6	75	\$35.07	\$7.85	\$14.44	\$0.00	\$57.36
7	80	\$37.41	\$7.85	\$14.77	\$0.00	\$60.03
8	90	\$42.08	\$7.85	\$15.44	\$0.00	\$65.37

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.83	\$7.85	\$0.00	\$0.00	\$31.68
2	55	\$26.21	\$7.85	\$3.66	\$0.00	\$37.72
3	60	\$28.60	\$7.85	\$3.99	\$0.00	\$40.44
4	65	\$30.98	\$7.85	\$4.32	\$0.00	\$43.15
5	70	\$33.36	\$7.85	\$14.11	\$0.00	\$55.32
6	75	\$35.75	\$7.85	\$14.44	\$0.00	\$58.04
7	80	\$38.13	\$7.85	\$14.77	\$0.00	\$60.75
8	90	\$42.89	\$7.85	\$15.44	\$0.00	\$66.18

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2014	\$37.66	\$7.85	\$16.10	\$0.00	\$61.61
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2015	\$38.56	\$7.85	\$16.10	\$0.00	\$62.51
	07/01/2015	\$39.46	\$7.85	\$16.10	\$0.00	\$63.41
	01/01/2016	\$40.41	\$7.85	\$16.10	\$0.00	\$64.36
	07/01/2016	\$41.36	\$7.85	\$16.10	\$0.00	\$65.31
	01/01/2017	\$42.31	\$7.85	\$16.10	\$0.00	\$66.26

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.83	\$7.85	\$0.00	\$0.00	\$26.68
2	55	\$20.71	\$7.85	\$3.66	\$0.00	\$32.22
3	60	\$22.60	\$7.85	\$3.99	\$0.00	\$34.44
4	65	\$24.48	\$7.85	\$4.32	\$0.00	\$36.65
5	70	\$26.36	\$7.85	\$14.11	\$0.00	\$48.32
6	75	\$28.25	\$7.85	\$14.44	\$0.00	\$50.54
7	80	\$30.13	\$7.85	\$14.77	\$0.00	\$52.75
8	90	\$33.89	\$7.85	\$15.44	\$0.00	\$57.18

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.28	\$7.85	\$0.00	\$0.00	\$27.13
2	55	\$21.21	\$7.85	\$3.66	\$0.00	\$32.72
3	60	\$23.14	\$7.85	\$3.99	\$0.00	\$34.98
4	65	\$25.06	\$7.85	\$4.32	\$0.00	\$37.23
5	70	\$26.99	\$7.85	\$14.11	\$0.00	\$48.95
6	75	\$28.92	\$7.85	\$14.44	\$0.00	\$51.21
7	80	\$30.85	\$7.85	\$14.77	\$0.00	\$53.47
8	90	\$34.70	\$7.85	\$15.44	\$0.00	\$57.99

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2014	\$35.72	\$7.85	\$16.10	\$0.00	\$59.67
PAINTERS LOCAL 35 - ZONE 2	01/01/2015	\$36.62	\$7.85	\$16.10	\$0.00	\$60.57
	07/01/2015	\$37.52	\$7.85	\$16.10	\$0.00	\$61.47
	01/01/2016	\$38.47	\$7.85	\$16.10	\$0.00	\$62.42
	07/01/2016	\$39.42	\$7.85	\$16.10	\$0.00	\$63.37
	01/01/2017	\$40.37	\$7.85	\$16.10	\$0.00	\$64.32

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.86	\$7.85	\$0.00	\$0.00	\$25.71
2	55	\$19.65	\$7.85	\$3.66	\$0.00	\$31.16
3	60	\$21.43	\$7.85	\$3.99	\$0.00	\$33.27
4	65	\$23.22	\$7.85	\$4.32	\$0.00	\$35.39
5	70	\$25.00	\$7.85	\$14.11	\$0.00	\$46.96
6	75	\$26.79	\$7.85	\$14.44	\$0.00	\$49.08
7	80	\$28.58	\$7.85	\$14.77	\$0.00	\$51.20
8	90	\$32.15	\$7.85	\$15.44	\$0.00	\$55.44

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.31	\$7.85	\$0.00	\$0.00	\$26.16
2	55	\$20.14	\$7.85	\$3.66	\$0.00	\$31.65
3	60	\$21.97	\$7.85	\$3.99	\$0.00	\$33.81
4	65	\$23.80	\$7.85	\$4.32	\$0.00	\$35.97
5	70	\$25.63	\$7.85	\$14.11	\$0.00	\$47.59
6	75	\$27.47	\$7.85	\$14.44	\$0.00	\$49.76
7	80	\$29.30	\$7.85	\$14.77	\$0.00	\$51.92
8	90	\$32.96	\$7.85	\$15.44	\$0.00	\$56.25

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS)	06/01/2014	\$34.10	\$7.30	\$12.70	\$0.00	\$54.10
LABORERS - ZONE 1	12/01/2014	\$34.85	\$7.30	\$12.70	\$0.00	\$54.85
	06/01/2015	\$35.60	\$7.30	\$12.70	\$0.00	\$55.60
	12/01/2015	\$36.35	\$7.30	\$12.70	\$0.00	\$56.35
	06/01/2016	\$37.10	\$7.30	\$12.70	\$0.00	\$57.10
	12/01/2016	\$38.10	\$7.30	\$12.70	\$0.00	\$58.10
For Apprentice rates see "Apprentice- LABORER"						
PAINTER / TAPER (BRUSH, NEW) *	07/01/2014	\$36.26	\$7.85	\$16.10	\$0.00	\$60.21
* If 30% or more of surfaces to be painted are new construction,	01/01/2015	\$37.16	\$7.85	\$16.10	\$0.00	\$61.11
NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	07/01/2015	\$38.06	\$7.85	\$16.10	\$0.00	\$62.01
	01/01/2016	\$39.01	\$7.85	\$16.10	\$0.00	\$62.96
	07/01/2016	\$39.96	\$7.85	\$16.10	\$0.00	\$63.91
	01/01/2017	\$40.91	\$7.85	\$16.10	\$0.00	\$64.86

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.13	\$7.85	\$0.00	\$0.00	\$25.98
2	55	\$19.94	\$7.85	\$3.66	\$0.00	\$31.45
3	60	\$21.76	\$7.85	\$3.99	\$0.00	\$33.60
4	65	\$23.57	\$7.85	\$4.32	\$0.00	\$35.74
5	70	\$25.38	\$7.85	\$14.11	\$0.00	\$47.34
6	75	\$27.20	\$7.85	\$14.44	\$0.00	\$49.49
7	80	\$29.01	\$7.85	\$14.77	\$0.00	\$51.63
8	90	\$32.63	\$7.85	\$15.44	\$0.00	\$55.92

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.58	\$7.85	\$0.00	\$0.00	\$26.43
2	55	\$20.44	\$7.85	\$3.66	\$0.00	\$31.95
3	60	\$22.30	\$7.85	\$3.99	\$0.00	\$34.14
4	65	\$24.15	\$7.85	\$4.32	\$0.00	\$36.32
5	70	\$26.01	\$7.85	\$14.11	\$0.00	\$47.97
6	75	\$27.87	\$7.85	\$14.44	\$0.00	\$50.16
7	80	\$29.73	\$7.85	\$14.77	\$0.00	\$52.35
8	90	\$33.44	\$7.85	\$15.44	\$0.00	\$56.73

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	07/01/2014	\$34.32	\$7.85	\$16.10	\$0.00	\$58.27
PAINTERS LOCAL 35 - ZONE 2	01/01/2015	\$35.22	\$7.85	\$16.10	\$0.00	\$59.17
	07/01/2015	\$36.12	\$7.85	\$16.10	\$0.00	\$60.07
	01/01/2016	\$37.07	\$7.85	\$16.10	\$0.00	\$61.02
	07/01/2016	\$38.02	\$7.85	\$16.10	\$0.00	\$61.97
	01/01/2017	\$38.97	\$7.85	\$16.10	\$0.00	\$62.92

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT
Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.16	\$7.85	\$0.00	\$0.00	\$25.01
2	55	\$18.88	\$7.85	\$3.66	\$0.00	\$30.39
3	60	\$20.59	\$7.85	\$3.99	\$0.00	\$32.43
4	65	\$22.31	\$7.85	\$4.32	\$0.00	\$34.48
5	70	\$24.02	\$7.85	\$14.11	\$0.00	\$45.98
6	75	\$25.74	\$7.85	\$14.44	\$0.00	\$48.03
7	80	\$27.46	\$7.85	\$14.77	\$0.00	\$50.08
8	90	\$30.89	\$7.85	\$15.44	\$0.00	\$54.18

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.61	\$7.85	\$0.00	\$0.00	\$25.46
2	55	\$19.37	\$7.85	\$3.66	\$0.00	\$30.88
3	60	\$21.13	\$7.85	\$3.99	\$0.00	\$32.97
4	65	\$22.89	\$7.85	\$4.32	\$0.00	\$35.06
5	70	\$24.65	\$7.85	\$14.11	\$0.00	\$46.61
6	75	\$26.42	\$7.85	\$14.44	\$0.00	\$48.71
7	80	\$28.18	\$7.85	\$14.77	\$0.00	\$50.80
8	90	\$31.70	\$7.85	\$15.44	\$0.00	\$54.99

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER	08/01/2014	\$32.23	\$9.91	\$8.80	\$0.00	\$50.94
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2014	\$32.23	\$9.91	\$9.33	\$0.00	\$51.47
	06/01/2015	\$32.58	\$9.91	\$9.33	\$0.00	\$51.82
	08/01/2015	\$32.58	\$10.41	\$9.33	\$0.00	\$52.32
	12/01/2015	\$32.58	\$10.41	\$10.08	\$0.00	\$53.07
	06/01/2016	\$33.08	\$10.41	\$10.08	\$0.00	\$53.57
	08/01/2016	\$33.08	\$10.91	\$10.08	\$0.00	\$54.07
	12/01/2016	\$33.08	\$10.91	\$10.89	\$0.00	\$54.88
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2014	\$41.60	\$9.80	\$18.17	\$0.00	\$69.57
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2015	\$43.10	\$9.80	\$18.17	\$0.00	\$71.07
PILE DRIVER	08/01/2014	\$41.60	\$9.80	\$18.17	\$0.00	\$69.57
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2015	\$43.10	\$9.80	\$18.17	\$0.00	\$71.07

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PILE DRIVER - Local 56 Zone 1
Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.80	\$9.80	\$18.17	\$0.00	\$48.77
2	60	\$24.96	\$9.80	\$18.17	\$0.00	\$52.93
3	70	\$29.12	\$9.80	\$18.17	\$0.00	\$57.09
4	75	\$31.20	\$9.80	\$18.17	\$0.00	\$59.17
5	80	\$33.28	\$9.80	\$18.17	\$0.00	\$61.25
6	80	\$33.28	\$9.80	\$18.17	\$0.00	\$61.25
7	90	\$37.44	\$9.80	\$18.17	\$0.00	\$65.41
8	90	\$37.44	\$9.80	\$18.17	\$0.00	\$65.41

Effective Date - 08/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.55	\$9.80	\$18.17	\$0.00	\$49.52
2	60	\$25.86	\$9.80	\$18.17	\$0.00	\$53.83
3	70	\$30.17	\$9.80	\$18.17	\$0.00	\$58.14
4	75	\$32.33	\$9.80	\$18.17	\$0.00	\$60.30
5	80	\$34.48	\$9.80	\$18.17	\$0.00	\$62.45
6	80	\$34.48	\$9.80	\$18.17	\$0.00	\$62.45
7	90	\$38.79	\$9.80	\$18.17	\$0.00	\$66.76
8	90	\$38.79	\$9.80	\$18.17	\$0.00	\$66.76

Notes:
Apprentice to Journeyworker Ratio:1:3

PIPEFITTER & STEAMFITTER	09/01/2014	\$48.69	\$9.20	\$16.64	\$0.00	\$74.53
PIPEFITTERS LOCAL 537	03/01/2015	\$49.69	\$9.20	\$16.64	\$0.00	\$75.53
	09/01/2015	\$50.69	\$9.20	\$16.64	\$0.00	\$76.53
	03/01/2016	\$51.69	\$9.20	\$16.64	\$0.00	\$77.53
	09/01/2016	\$52.69	\$9.20	\$16.64	\$0.00	\$78.53
	03/01/2017	\$53.69	\$9.20	\$16.64	\$0.00	\$79.53

Classification

**Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate**

Apprentice - PIPEFITTER - Local 537
Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.48	\$9.20	\$7.50	\$0.00	\$36.18
2	45	\$21.91	\$9.20	\$16.64	\$0.00	\$47.75
3	60	\$29.21	\$9.20	\$16.64	\$0.00	\$55.05
4	70	\$34.08	\$9.20	\$16.64	\$0.00	\$59.92
5	80	\$38.95	\$9.20	\$16.64	\$0.00	\$64.79

Effective Date - 03/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.88	\$9.20	\$7.50	\$0.00	\$36.58
2	45	\$22.36	\$9.20	\$16.64	\$0.00	\$48.20
3	60	\$29.81	\$9.20	\$16.64	\$0.00	\$55.65
4	70	\$34.78	\$9.20	\$16.64	\$0.00	\$60.62
5	80	\$39.75	\$9.20	\$16.64	\$0.00	\$65.59

Notes:
**** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.**
Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)
Apprentice to Journeyworker Ratio:**

PIPELAYER	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
LABORERS - ZONE 1	12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
	06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
PLUMBERS & GASFITTERS	09/01/2014	\$49.66	\$10.32	\$14.54	\$0.00	\$74.52
PLUMBERS & GASFITTERS LOCAL 12	03/01/2015	\$50.66	\$10.32	\$14.54	\$0.00	\$75.52
	09/01/2015	\$51.66	\$10.32	\$14.54	\$0.00	\$76.52
	03/01/2016	\$52.81	\$10.32	\$14.54	\$0.00	\$77.67
	09/01/2016	\$53.86	\$10.32	\$14.54	\$0.00	\$78.72
	03/01/2017	\$54.86	\$10.32	\$14.54	\$0.00	\$79.72

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PLUMBER/GASFITTER - Local 12

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$17.38	\$10.32	\$5.42	\$0.00	\$33.12
2	40	\$19.86	\$10.32	\$6.13	\$0.00	\$36.31
3	55	\$27.31	\$10.32	\$8.23	\$0.00	\$45.86
4	65	\$32.28	\$10.32	\$9.64	\$0.00	\$52.24
5	75	\$37.25	\$10.32	\$11.04	\$0.00	\$58.61

Effective Date - 03/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$17.73	\$10.32	\$5.42	\$0.00	\$33.47
2	40	\$20.26	\$10.32	\$6.11	\$0.00	\$36.69
3	55	\$27.86	\$10.32	\$8.22	\$0.00	\$46.40
4	65	\$32.93	\$10.32	\$9.62	\$0.00	\$52.87
5	75	\$38.00	\$10.32	\$11.03	\$0.00	\$59.35

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic\$55.42 Step5 with lic\$61.79

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.)	09/01/2014	\$48.69	\$9.20	\$16.64	\$0.00	\$74.53
PIPEFITTERS LOCAL 537	03/01/2015	\$49.69	\$9.20	\$16.64	\$0.00	\$75.53
	09/01/2015	\$50.69	\$9.20	\$16.64	\$0.00	\$76.53
	03/01/2016	\$51.69	\$9.20	\$16.64	\$0.00	\$77.53
	09/01/2016	\$52.69	\$9.20	\$16.64	\$0.00	\$78.53
	03/01/2017	\$53.69	\$9.20	\$16.64	\$0.00	\$79.53

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
LABORERS - ZONE 1	12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
	06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

POWDERMAN & BLASTER	06/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
LABORERS - ZONE 1	12/01/2014	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	06/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	12/01/2015	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
	06/01/2016	\$38.10	\$7.30	\$12.70	\$0.00	\$58.10
	12/01/2016	\$39.10	\$7.30	\$12.70	\$0.00	\$59.10

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.49	\$10.00	\$14.20	\$0.00	\$65.69
	12/01/2014	\$42.49	\$10.00	\$14.20	\$0.00	\$66.69
	06/01/2015	\$43.24	\$10.00	\$14.20	\$0.00	\$67.44
	12/01/2015	\$44.49	\$10.00	\$14.20	\$0.00	\$68.69
	06/01/2016	\$45.24	\$10.00	\$14.20	\$0.00	\$69.44
	12/01/2016	\$46.49	\$10.00	\$14.20	\$0.00	\$70.69
	06/01/2017	\$47.49	\$10.00	\$14.20	\$0.00	\$71.69
	12/01/2017	\$48.49	\$10.00	\$14.20	\$0.00	\$72.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.49	\$10.00	\$14.20	\$0.00	\$65.69
	12/01/2014	\$42.49	\$10.00	\$14.20	\$0.00	\$66.69
	06/01/2015	\$43.24	\$10.00	\$14.20	\$0.00	\$67.44
	12/01/2015	\$44.49	\$10.00	\$14.20	\$0.00	\$68.69
	06/01/2016	\$45.24	\$10.00	\$14.20	\$0.00	\$69.44
	12/01/2016	\$46.49	\$10.00	\$14.20	\$0.00	\$70.69
	06/01/2017	\$47.49	\$10.00	\$14.20	\$0.00	\$71.69
	12/01/2017	\$48.49	\$10.00	\$14.20	\$0.00	\$72.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$28.80	\$10.00	\$14.20	\$0.00	\$53.00
	12/01/2014	\$29.50	\$10.00	\$14.20	\$0.00	\$53.70
	06/01/2015	\$30.02	\$10.00	\$14.20	\$0.00	\$54.22
	12/01/2015	\$30.89	\$10.00	\$14.20	\$0.00	\$55.09
	06/01/2016	\$31.41	\$10.00	\$14.20	\$0.00	\$55.61
	12/01/2016	\$32.28	\$10.00	\$14.20	\$0.00	\$56.48
	06/01/2017	\$32.97	\$10.00	\$14.20	\$0.00	\$57.17
	12/01/2017	\$33.66	\$10.00	\$14.20	\$0.00	\$57.86
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY MIX CONCRETE DRIVERS after 4/30/10 (Drivers Hired After 4/30/2010) <i>TEAMSTERS LOCAL 25c</i>	07/01/2014	\$27.73	\$7.73	\$8.65	\$0.00	\$44.11
	05/01/2015	\$27.88	\$7.73	\$8.92	\$0.00	\$44.53
	07/01/2015	\$27.88	\$7.98	\$8.92	\$0.00	\$44.78
	05/01/2016	\$28.03	\$7.98	\$9.31	\$0.00	\$45.32
	07/01/2016	\$28.03	\$8.23	\$9.31	\$0.00	\$45.57
	05/01/2017	\$28.18	\$8.23	\$9.72	\$0.00	\$46.13
	07/01/2017	\$28.18	\$8.48	\$9.72	\$0.00	\$46.38
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 25c</i>	07/01/2014	\$29.03	\$7.73	\$8.65	\$0.00	\$45.41
	05/01/2015	\$29.18	\$7.73	\$8.92	\$0.00	\$45.83
	07/01/2015	\$29.18	\$7.98	\$8.92	\$0.00	\$46.08
	05/01/2016	\$29.33	\$7.98	\$9.31	\$0.00	\$46.62
	07/01/2016	\$29.33	\$8.23	\$9.31	\$0.00	\$46.87
	05/01/2017	\$29.48	\$8.23	\$9.72	\$0.00	\$47.43
	07/01/2017	\$29.48	\$8.48	\$9.72	\$0.00	\$47.68

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
RECLAIMERS OPERATING ENGINEERS LOCAL 4	06/01/2014	\$41.10	\$10.00	\$14.20	\$0.00	\$65.30
	12/01/2014	\$42.09	\$10.00	\$14.20	\$0.00	\$66.29
	06/01/2015	\$42.83	\$10.00	\$14.20	\$0.00	\$67.03
	12/01/2015	\$44.07	\$10.00	\$14.20	\$0.00	\$68.27
	06/01/2016	\$44.82	\$10.00	\$14.20	\$0.00	\$69.02
	12/01/2016	\$46.05	\$10.00	\$14.20	\$0.00	\$70.25
	06/01/2017	\$47.04	\$10.00	\$14.20	\$0.00	\$71.24
	12/01/2017	\$48.03	\$10.00	\$14.20	\$0.00	\$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

RESIDENTIAL WOOD FRAME (All Other Work) CARPENTERS -ZONE 2 (Residential Wood)	04/01/2011	\$24.24	\$8.67	\$15.51	\$0.00	\$48.42
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RESIDENTIAL WOOD FRAME CARPENTER ** ** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. CARPENTERS -ZONE 2 (Residential Wood)	05/01/2011	\$24.24	\$6.34	\$6.23	\$0.00	\$36.81
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As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.

Apprentice - CARPENTER (Residential Wood Frame) - Zone 2

Effective Date - 05/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.54	\$6.34	\$0.00	\$0.00	\$20.88
2	60	\$14.54	\$6.34	\$6.23	\$0.00	\$27.11
3	65	\$15.76	\$6.34	\$6.23	\$0.00	\$28.33
4	70	\$16.97	\$6.34	\$6.23	\$0.00	\$29.54
5	75	\$18.18	\$6.34	\$6.23	\$0.00	\$30.75
6	80	\$19.39	\$6.34	\$6.23	\$0.00	\$31.96
7	85	\$20.60	\$6.34	\$6.23	\$0.00	\$33.17
8	90	\$21.82	\$6.34	\$6.23	\$0.00	\$34.39

Notes:

Apprentice to Journeyworker Ratio:1:5

RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS - ZONE 1	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
	12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
	06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	06/01/2014	\$41.10	\$10.00	\$14.20	\$0.00	\$65.30
	12/01/2014	\$42.09	\$10.00	\$14.20	\$0.00	\$66.29
	06/01/2015	\$42.83	\$10.00	\$14.20	\$0.00	\$67.03
	12/01/2015	\$44.07	\$10.00	\$14.20	\$0.00	\$68.27
	06/01/2016	\$44.82	\$10.00	\$14.20	\$0.00	\$69.02
	12/01/2016	\$46.05	\$10.00	\$14.20	\$0.00	\$70.25
	06/01/2017	\$47.04	\$10.00	\$14.20	\$0.00	\$71.24
	12/01/2017	\$48.03	\$10.00	\$14.20	\$0.00	\$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofers Waterproofing &Roofers Dampproofg) ROOFERS LOCAL 33	08/01/2014	\$39.21	\$10.50	\$11.60	\$0.00	\$61.31
	02/01/2015	\$40.11	\$10.50	\$11.60	\$0.00	\$62.21
	08/01/2015	\$41.01	\$10.50	\$11.60	\$0.00	\$63.11
	02/01/2016	\$41.91	\$10.50	\$11.60	\$0.00	\$64.01

Apprentice - ROOFER - Local 33

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.61	\$10.50	\$3.38	\$0.00	\$33.49
2	60	\$23.53	\$10.50	\$11.60	\$0.00	\$45.63
3	65	\$25.49	\$10.50	\$11.60	\$0.00	\$47.59
4	75	\$29.41	\$10.50	\$11.60	\$0.00	\$51.51
5	85	\$33.33	\$10.50	\$11.60	\$0.00	\$55.43

Effective Date - 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.06	\$10.50	\$3.38	\$0.00	\$33.94
2	60	\$24.07	\$10.50	\$11.60	\$0.00	\$46.17
3	65	\$26.07	\$10.50	\$11.60	\$0.00	\$48.17
4	75	\$30.08	\$10.50	\$11.60	\$0.00	\$52.18
5	85	\$34.09	\$10.50	\$11.60	\$0.00	\$56.19

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 33	08/01/2014	\$39.46	\$10.50	\$11.60	\$0.00	\$61.56
	02/01/2015	\$40.36	\$10.50	\$11.60	\$0.00	\$62.46
	08/01/2015	\$41.26	\$10.50	\$11.60	\$0.00	\$63.36
	02/01/2016	\$42.16	\$10.50	\$11.60	\$0.00	\$64.26

For apprentice rates see "Apprentice- ROOFER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SHEETMETAL WORKER	08/01/2014	\$42.79	\$9.82	\$20.54	\$2.19	\$75.34
SHEETMETAL WORKERS LOCAL 17 - A	02/01/2015	\$43.69	\$9.82	\$20.54	\$2.19	\$76.24
	08/01/2015	\$44.69	\$9.82	\$20.54	\$2.19	\$77.24
	02/01/2016	\$45.69	\$9.82	\$20.54	\$2.19	\$78.24
	08/01/2016	\$46.84	\$9.82	\$20.54	\$2.19	\$79.39
	02/01/2017	\$47.94	\$9.82	\$20.54	\$2.19	\$80.49
	08/01/2017	\$49.04	\$9.82	\$20.54	\$2.19	\$81.59
	02/01/2018	\$50.19	\$9.82	\$20.54	\$2.19	\$82.74

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.12	\$9.82	\$4.58	\$0.00	\$31.52
2	40	\$17.12	\$9.82	\$4.58	\$0.00	\$31.52
3	45	\$19.26	\$9.82	\$9.09	\$1.15	\$39.32
4	45	\$19.26	\$9.82	\$9.09	\$1.15	\$39.32
5	50	\$21.40	\$9.82	\$9.91	\$1.23	\$42.36
6	50	\$21.40	\$9.82	\$10.16	\$1.24	\$42.62
7	60	\$25.67	\$9.82	\$11.55	\$1.41	\$48.45
8	65	\$27.81	\$9.82	\$12.38	\$1.50	\$51.51
9	75	\$32.09	\$9.82	\$14.02	\$1.68	\$57.61
10	85	\$36.37	\$9.82	\$15.16	\$1.84	\$63.19

Effective Date - 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.48	\$9.82	\$4.58	\$0.00	\$31.88
2	40	\$17.48	\$9.82	\$4.58	\$0.00	\$31.88
3	45	\$19.66	\$9.82	\$9.09	\$1.16	\$39.73
4	45	\$19.66	\$9.82	\$9.09	\$1.16	\$39.73
5	50	\$21.85	\$9.82	\$9.91	\$1.25	\$42.83
6	50	\$21.85	\$9.82	\$10.16	\$1.25	\$43.08
7	60	\$26.21	\$9.82	\$11.55	\$1.43	\$49.01
8	65	\$28.40	\$9.82	\$12.38	\$1.52	\$52.12
9	75	\$32.77	\$9.82	\$14.02	\$1.70	\$58.31
10	85	\$37.14	\$9.82	\$15.16	\$1.86	\$63.98

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SIGN ERECTOR	06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93
PAINTERS LOCAL 35 - ZONE 2						

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SIGN ERECTOR - Local 35 Zone 2
Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.91	\$7.07	\$0.00	\$0.00	\$19.98
2	55	\$14.20	\$7.07	\$2.45	\$0.00	\$23.72
3	60	\$15.49	\$7.07	\$2.45	\$0.00	\$25.01
4	65	\$16.78	\$7.07	\$2.45	\$0.00	\$26.30
5	70	\$18.07	\$7.07	\$7.05	\$0.00	\$32.19
6	75	\$19.36	\$7.07	\$7.05	\$0.00	\$33.48
7	80	\$20.65	\$7.07	\$7.05	\$0.00	\$34.77
8	85	\$21.94	\$7.07	\$7.05	\$0.00	\$36.06
9	90	\$23.23	\$7.07	\$7.05	\$0.00	\$37.35

Notes:

Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1
SPECIALIZED EARTH MOVING EQUIP < 35 TONS
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A

08/01/2014	\$32.69	\$9.91	\$8.80	\$0.00	\$51.40
12/01/2014	\$32.69	\$9.91	\$9.33	\$0.00	\$51.93
06/01/2015	\$33.04	\$9.91	\$9.33	\$0.00	\$52.28
08/01/2015	\$33.04	\$10.41	\$9.33	\$0.00	\$52.78
12/01/2015	\$33.04	\$10.41	\$10.08	\$0.00	\$53.53
06/01/2016	\$33.54	\$10.41	\$10.08	\$0.00	\$54.03
08/01/2016	\$33.54	\$10.91	\$10.08	\$0.00	\$54.53
12/01/2016	\$33.54	\$10.91	\$10.89	\$0.00	\$55.34

SPECIALIZED EARTH MOVING EQUIP > 35 TONS
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A

08/01/2014	\$32.98	\$9.91	\$8.80	\$0.00	\$51.69
12/01/2014	\$32.98	\$9.91	\$9.33	\$0.00	\$52.22
06/01/2015	\$33.33	\$9.91	\$9.33	\$0.00	\$52.57
08/01/2015	\$33.33	\$10.41	\$9.33	\$0.00	\$53.07
12/01/2015	\$33.33	\$10.41	\$10.08	\$0.00	\$53.82
06/01/2016	\$33.83	\$10.41	\$10.08	\$0.00	\$54.32
08/01/2016	\$33.83	\$10.91	\$10.08	\$0.00	\$54.82
12/01/2016	\$33.83	\$10.91	\$10.89	\$0.00	\$55.63

SPRINKLER FITTER
SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1

03/01/2014	\$53.58	\$8.42	\$13.60	\$0.00	\$75.60
10/01/2014	\$54.73	\$8.42	\$13.60	\$0.00	\$76.75
01/01/2015	\$54.73	\$8.42	\$13.75	\$0.00	\$76.90
03/01/2015	\$55.73	\$8.42	\$13.75	\$0.00	\$77.90
10/01/2015	\$56.88	\$8.42	\$13.75	\$0.00	\$79.05
01/01/2016	\$56.88	\$8.67	\$13.90	\$0.00	\$79.45
03/01/2016	\$57.88	\$8.67	\$13.90	\$0.00	\$80.45
10/01/2016	\$59.03	\$8.67	\$13.90	\$0.00	\$81.60
03/01/2017	\$60.03	\$8.67	\$13.90	\$0.00	\$82.60

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1
Effective Date - 03/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.75	\$8.42	\$8.25	\$0.00	\$35.42
2	40	\$21.43	\$8.42	\$8.25	\$0.00	\$38.10
3	45	\$24.11	\$8.42	\$8.25	\$0.00	\$40.78
4	50	\$26.79	\$8.42	\$8.25	\$0.00	\$43.46
5	55	\$29.47	\$8.42	\$8.25	\$0.00	\$46.14
6	60	\$32.15	\$8.42	\$8.25	\$0.00	\$48.82
7	65	\$34.83	\$8.42	\$8.25	\$0.00	\$51.50
8	70	\$37.51	\$8.42	\$8.25	\$0.00	\$54.18
9	75	\$40.19	\$8.42	\$8.25	\$0.00	\$56.86
10	80	\$42.86	\$8.42	\$8.25	\$0.00	\$59.53

Effective Date - 10/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$19.16	\$8.42	\$8.25	\$0.00	\$35.83
2	40	\$21.89	\$8.42	\$8.25	\$0.00	\$38.56
3	45	\$24.63	\$8.42	\$8.25	\$0.00	\$41.30
4	50	\$27.37	\$8.42	\$8.25	\$0.00	\$44.04
5	55	\$30.10	\$8.42	\$8.25	\$0.00	\$46.77
6	60	\$32.84	\$8.42	\$8.25	\$0.00	\$49.51
7	65	\$35.57	\$8.42	\$8.25	\$0.00	\$52.24
8	70	\$38.31	\$8.42	\$8.25	\$0.00	\$54.98
9	75	\$41.05	\$8.42	\$8.25	\$0.00	\$57.72
10	80	\$43.78	\$8.42	\$8.25	\$0.00	\$60.45

Notes: Apprentice entered prior 9/30/10:
40/45/50/55/60/65/70/75/80/85
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR	06/01/2014	\$41.10	\$10.00	\$14.20	\$0.00	\$65.30
OPERATING ENGINEERS LOCAL 4	12/01/2014	\$42.09	\$10.00	\$14.20	\$0.00	\$66.29
	06/01/2015	\$42.83	\$10.00	\$14.20	\$0.00	\$67.03
	12/01/2015	\$44.07	\$10.00	\$14.20	\$0.00	\$68.27
	06/01/2016	\$44.82	\$10.00	\$14.20	\$0.00	\$69.02
	12/01/2016	\$46.05	\$10.00	\$14.20	\$0.00	\$70.25
	06/01/2017	\$47.04	\$10.00	\$14.20	\$0.00	\$71.24
	12/01/2017	\$48.03	\$10.00	\$14.20	\$0.00	\$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN OPERATING ENGINEERS LOCAL 4	06/01/2014	\$41.10	\$10.00	\$14.20	\$0.00	\$65.30
	12/01/2014	\$42.09	\$10.00	\$14.20	\$0.00	\$66.29
	06/01/2015	\$42.83	\$10.00	\$14.20	\$0.00	\$67.03
	12/01/2015	\$44.07	\$10.00	\$14.20	\$0.00	\$68.27
	06/01/2016	\$44.82	\$10.00	\$14.20	\$0.00	\$69.02
	12/01/2016	\$46.05	\$10.00	\$14.20	\$0.00	\$70.25
	06/01/2017	\$47.04	\$10.00	\$14.20	\$0.00	\$71.24
	12/01/2017	\$48.03	\$10.00	\$14.20	\$0.00	\$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN ELECTRICIANS LOCAL 103	09/01/2014	\$33.59	\$13.00	\$13.36	\$0.00	\$59.95
	03/01/2015	\$33.88	\$13.00	\$13.70	\$0.00	\$60.58
	09/01/2015	\$34.60	\$13.00	\$13.72	\$0.00	\$61.32
	03/01/2016	\$35.31	\$13.00	\$13.74	\$0.00	\$62.05

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$13.44	\$13.00	\$0.40	\$0.00	\$26.84
2	40	\$13.44	\$13.00	\$0.40	\$0.00	\$26.84
3	45	\$15.12	\$13.00	\$10.57	\$0.00	\$38.69
4	45	\$15.12	\$13.00	\$10.57	\$0.00	\$38.69
5	50	\$16.80	\$13.00	\$10.83	\$0.00	\$40.63
6	55	\$18.47	\$13.00	\$11.08	\$0.00	\$42.55
7	60	\$20.15	\$13.00	\$11.33	\$0.00	\$44.48
8	65	\$21.83	\$13.00	\$11.59	\$0.00	\$46.42
9	70	\$23.51	\$13.00	\$11.85	\$0.00	\$48.36
10	75	\$25.19	\$13.00	\$12.10	\$0.00	\$50.29

Effective Date - 03/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$13.55	\$13.00	\$0.41	\$0.00	\$26.96
2	40	\$13.55	\$13.00	\$0.41	\$0.00	\$26.96
3	45	\$15.25	\$13.00	\$10.87	\$0.00	\$39.12
4	45	\$15.25	\$13.00	\$10.87	\$0.00	\$39.12
5	50	\$16.94	\$13.00	\$11.13	\$0.00	\$41.07
6	55	\$18.63	\$13.00	\$11.38	\$0.00	\$43.01
7	60	\$20.33	\$13.00	\$11.64	\$0.00	\$44.97
8	65	\$22.02	\$13.00	\$11.89	\$0.00	\$46.91
9	70	\$23.72	\$13.00	\$12.15	\$0.00	\$48.87
10	75	\$25.41	\$13.00	\$12.41	\$0.00	\$50.82

Notes:

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TERRAZZO FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2014	\$47.90	\$10.18	\$18.22	\$0.00	\$76.30
	02/01/2015	\$48.46	\$10.18	\$18.22	\$0.00	\$76.86
	08/01/2015	\$49.36	\$10.18	\$18.29	\$0.00	\$77.83
	02/01/2016	\$49.93	\$10.18	\$18.29	\$0.00	\$78.40
	08/01/2016	\$50.83	\$10.18	\$18.37	\$0.00	\$79.38
	02/01/2017	\$51.40	\$10.18	\$18.37	\$0.00	\$79.95

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.95	\$10.18	\$18.22	\$0.00	\$52.35
2	60	\$28.74	\$10.18	\$18.22	\$0.00	\$57.14
3	70	\$33.53	\$10.18	\$18.22	\$0.00	\$61.93
4	80	\$38.32	\$10.18	\$18.22	\$0.00	\$66.72
5	90	\$43.11	\$10.18	\$18.22	\$0.00	\$71.51

Effective Date - 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.23	\$10.18	\$18.22	\$0.00	\$52.63
2	60	\$29.08	\$10.18	\$18.22	\$0.00	\$57.48
3	70	\$33.92	\$10.18	\$18.22	\$0.00	\$62.32
4	80	\$38.77	\$10.18	\$18.22	\$0.00	\$67.17
5	90	\$43.61	\$10.18	\$18.22	\$0.00	\$72.01

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER LABORERS - FOUNDATION AND MARINE	06/01/2014	\$35.45	\$7.30	\$12.90	\$0.00	\$55.65
	12/01/2014	\$36.20	\$7.30	\$12.90	\$0.00	\$56.40
	06/01/2015	\$36.95	\$7.30	\$12.90	\$0.00	\$57.15
	12/01/2015	\$37.70	\$7.30	\$12.90	\$0.00	\$57.90
	06/01/2016	\$38.45	\$7.30	\$12.90	\$0.00	\$58.65
	12/01/2016	\$39.45	\$7.30	\$12.90	\$0.00	\$59.65

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER LABORERS - FOUNDATION AND MARINE	06/01/2014	\$34.17	\$7.30	\$12.90	\$0.00	\$54.37
	12/01/2014	\$34.92	\$7.30	\$12.90	\$0.00	\$55.12
	06/01/2015	\$35.67	\$7.30	\$12.90	\$0.00	\$55.87
	12/01/2015	\$36.42	\$7.30	\$12.90	\$0.00	\$56.62
	06/01/2016	\$37.17	\$7.30	\$12.90	\$0.00	\$57.37
	12/01/2016	\$38.17	\$7.30	\$12.90	\$0.00	\$58.37

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2014	\$34.05	\$7.30	\$12.90	\$0.00	\$54.25
	12/01/2014	\$34.80	\$7.30	\$12.90	\$0.00	\$55.00
	06/01/2015	\$35.55	\$7.30	\$12.90	\$0.00	\$55.75
	12/01/2015	\$36.30	\$7.30	\$12.90	\$0.00	\$56.50
	06/01/2016	\$37.05	\$7.30	\$12.90	\$0.00	\$57.25
	12/01/2016	\$38.05	\$7.30	\$12.90	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.10	\$10.00	\$14.20	\$0.00	\$65.30
	12/01/2014	\$42.09	\$10.00	\$14.20	\$0.00	\$66.29
	06/01/2015	\$42.83	\$10.00	\$14.20	\$0.00	\$67.03
	12/01/2015	\$44.07	\$10.00	\$14.20	\$0.00	\$68.27
	06/01/2016	\$44.82	\$10.00	\$14.20	\$0.00	\$69.02
	12/01/2016	\$46.05	\$10.00	\$14.20	\$0.00	\$70.25
	06/01/2017	\$47.04	\$10.00	\$14.20	\$0.00	\$71.24
	12/01/2017	\$48.03	\$10.00	\$14.20	\$0.00	\$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2014	\$33.27	\$9.91	\$8.80	\$0.00	\$51.98
	12/01/2014	\$33.27	\$9.91	\$9.33	\$0.00	\$52.51
	06/01/2015	\$33.62	\$9.91	\$9.33	\$0.00	\$52.86
	08/01/2015	\$33.62	\$10.41	\$9.33	\$0.00	\$53.36
	12/01/2015	\$33.62	\$10.41	\$10.08	\$0.00	\$54.11
	06/01/2016	\$34.12	\$10.41	\$10.08	\$0.00	\$54.61
	08/01/2016	\$34.12	\$10.91	\$10.08	\$0.00	\$55.11
	12/01/2016	\$34.12	\$10.91	\$10.89	\$0.00	\$55.92
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	06/01/2014	\$46.33	\$7.30	\$13.30	\$0.00	\$66.93
	12/01/2014	\$47.08	\$7.30	\$13.30	\$0.00	\$67.68
	06/01/2015	\$47.83	\$7.30	\$13.30	\$0.00	\$68.43
	12/01/2015	\$48.58	\$7.30	\$13.30	\$0.00	\$69.18
	06/01/2016	\$49.33	\$7.30	\$13.30	\$0.00	\$69.93
	12/01/2016	\$50.33	\$7.30	\$13.30	\$0.00	\$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	06/01/2014	\$48.33	\$7.30	\$13.30	\$0.00	\$68.93
	12/01/2014	\$49.08	\$7.30	\$13.30	\$0.00	\$69.68
	06/01/2015	\$49.83	\$7.30	\$13.30	\$0.00	\$70.43
	12/01/2015	\$50.58	\$7.30	\$13.30	\$0.00	\$71.18
	06/01/2016	\$51.33	\$7.30	\$13.30	\$0.00	\$71.93
	12/01/2016	\$52.33	\$7.30	\$13.30	\$0.00	\$72.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2014	\$38.40	\$7.30	\$13.30	\$0.00	\$59.00
	12/01/2014	\$39.15	\$7.30	\$13.30	\$0.00	\$59.75
	06/01/2015	\$39.90	\$7.30	\$13.30	\$0.00	\$60.50
	12/01/2015	\$40.65	\$7.30	\$13.30	\$0.00	\$61.25
	06/01/2016	\$41.40	\$7.30	\$13.30	\$0.00	\$62.00
	12/01/2016	\$42.40	\$7.30	\$13.30	\$0.00	\$63.00
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) LABORERS (FREE AIR TUNNEL)	06/01/2014	\$40.40	\$7.30	\$13.30	\$0.00	\$61.00
	12/01/2014	\$41.15	\$7.30	\$13.30	\$0.00	\$61.75
	06/01/2015	\$41.90	\$7.30	\$13.30	\$0.00	\$62.50
	12/01/2015	\$42.65	\$7.30	\$13.30	\$0.00	\$63.25
	06/01/2016	\$43.40	\$7.30	\$13.30	\$0.00	\$64.00
	12/01/2016	\$44.40	\$7.30	\$13.30	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	08/01/2014	\$32.69	\$9.91	\$8.80	\$0.00	\$51.40
	12/01/2014	\$32.69	\$9.91	\$9.33	\$0.00	\$51.93
	06/01/2015	\$33.04	\$9.91	\$9.33	\$0.00	\$52.28
	08/01/2015	\$33.04	\$10.41	\$9.33	\$0.00	\$52.78
	12/01/2015	\$33.04	\$10.41	\$10.08	\$0.00	\$53.53
	06/01/2016	\$33.54	\$10.41	\$10.08	\$0.00	\$54.03
	08/01/2016	\$33.54	\$10.91	\$10.08	\$0.00	\$54.53
	12/01/2016	\$33.54	\$10.91	\$10.89	\$0.00	\$55.34
WAGON DRILL OPERATOR LABORERS - ZONE I	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
	12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
	06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2014	\$41.49	\$10.00	\$14.20	\$0.00	\$65.69
	12/01/2014	\$42.49	\$10.00	\$14.20	\$0.00	\$66.69
	06/01/2015	\$43.24	\$10.00	\$14.20	\$0.00	\$67.44
	12/01/2015	\$44.49	\$10.00	\$14.20	\$0.00	\$68.69
	06/01/2016	\$45.24	\$10.00	\$14.20	\$0.00	\$69.44
	12/01/2016	\$46.49	\$10.00	\$14.20	\$0.00	\$70.69
	06/01/2017	\$47.49	\$10.00	\$14.20	\$0.00	\$71.69
	12/01/2017	\$48.49	\$10.00	\$14.20	\$0.00	\$72.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER PLUMBERS & GASFITTERS LOCAL 12	09/01/2014	\$49.66	\$10.32	\$14.54	\$0.00	\$74.52
	03/01/2015	\$50.66	\$10.32	\$14.54	\$0.00	\$75.52
	09/01/2015	\$51.66	\$10.32	\$14.54	\$0.00	\$76.52
	03/01/2016	\$52.81	\$10.32	\$14.54	\$0.00	\$77.67
	09/01/2016	\$53.86	\$10.32	\$14.54	\$0.00	\$78.72
	03/01/2017	\$54.86	\$10.32	\$14.54	\$0.00	\$79.72
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/01/2013	\$25.66	\$8.70	\$4.48	\$0.00	\$38.84
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/01/2013	\$36.55	\$8.70	\$6.58	\$0.00	\$51.83
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/01/2013	\$29.94	\$8.70	\$6.05	\$0.00	\$44.69
For apprentice rates see "Apprentice- LINEMAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$23.52	\$8.70	\$5.24	\$0.00	\$37.46
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$36.35	\$8.70	\$9.43	\$0.00	\$54.48
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$32.08	\$8.70	\$6.59	\$0.00	\$47.37
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$23.52	\$8.70	\$3.72	\$0.00	\$35.94
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$19.25	\$8.70	\$2.85	\$0.00	\$30.80
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$42.77	\$8.70	\$11.78	\$0.00	\$63.25

Apprentice - LINEMAN (Outside Electrical) - East Local 104

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$25.66	\$8.70	\$4.24	\$0.00	\$38.60
2	65	\$27.80	\$8.70	\$4.71	\$0.00	\$41.21
3	70	\$29.94	\$8.70	\$5.43	\$0.00	\$44.07
4	75	\$32.08	\$8.70	\$6.16	\$0.00	\$46.94
5	80	\$34.22	\$8.70	\$6.88	\$0.00	\$49.80
6	85	\$36.35	\$8.70	\$7.62	\$0.00	\$52.67
7	90	\$38.49	\$8.70	\$8.83	\$0.00	\$56.02

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	07/16/2012	\$26.33	\$4.18	\$2.79	\$0.00	\$33.30
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	07/16/2012	\$24.78	\$4.18	\$2.74	\$0.00	\$31.70
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	07/16/2012	\$24.78	\$4.18	\$2.74	\$0.00	\$31.70
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/29/2012	\$17.18	\$3.37	\$0.00	\$0.00	\$20.55
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.						
TREE TRIMMER GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/29/2012	\$15.15	\$3.37	\$0.00	\$0.00	\$18.52

This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified.

- * Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- ** Multiple ratios are listed in the comment field.
- *** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- **** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

SECTION 00830

ATTACHMENT B

EXCERPTS FROM MGL 30, 82 & 149

ATTACHMENT B

Excerpts from Chapters 30, 82 and 149 of the Massachusetts General Laws

NOTICE - *These are NOT the official versions of the Massachusetts General Laws (MGL). While reasonable efforts have been made to assure the accuracy of the excerpts provided, do not rely on this information without first checking an official edition of the MGL. If you are in need of legal advice or counsel, consult a lawyer. These excerpts include amendments to the General Laws passed through February 28, 2014. For laws enacted since that time, see the 2014 Session Laws.*

Certain excerpts from the Massachusetts General Laws are applicable to Construction contracts. Attention is directed to the following Sections of Chapter 149 as amended.

Section 25. Lodging, board and trade of public employees; statute part of employment contract.

"Every employee in public work shall lodge, board, and trade where and with whom he elects; and no person or his agents or employees under contract with the commonwealth, a county, city or town, or with a department, board, commission or officer acting therefor, for the doing of public work shall directly or indirectly require, as a condition of employment therein, that the employee shall lodge, board or trade at a particular place or with a particular person. This section shall be made a part of the contract for such employment."

Section 26. Public works; preference to veterans and citizens; wages.

"In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town, authority or district, or by persons contracting or subcontracting for such works, preference shall first be given to citizens of the commonwealth who have been residents of the commonwealth for at least six months at the commencement of their employment who are veterans as defined in clause Forty-third of section 7 of chapter 4, and who are qualified to perform the work to which the employment relates; and, within such preference, preference shall be given to service-disabled veterans; and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect..."

Section 34. Public contracts; stipulation as to hours and days of work; void contracts.

"Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the commonwealth or any county or any town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one-day or more than forty-eight hours in any one week, or more than six days in any one

week, except in cases of emergency, or, in case any town subject to section thirty-one is a party to such a contract, more than eight hours in any one-day, except as aforesaid..."

Section 34A. Contracts for public works; workers' compensation insurance; breach of contract; enforcement and violation of statute.

"Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or other public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall, before commencing performance of such contract, provide by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty-two to all persons to be employed under the contract, and that the contractor shall continue such insurance in full force and effect during the term of the contract. No officer or agent contracting in behalf of the commonwealth or any political subdivision thereof shall award such a contract until he has been furnished with sufficient proof of compliance with the aforesaid stipulations. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the officer or agent who awarded the contract at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested, shall be a sufficient notice..."

Section 34B. Contracts for public works; wages for reserve police officer.

"Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall pay to any reserve police officer employed by him in any city or town the prevailing rate of wage paid to regular police officers in such city or town."

Whenever general bids are invited for a contract subject to Section 44A, the following provision applies:

Section 44E. Filing of bids; forms; modular buildings. Second paragraph of subdivision (2), clause E.

"The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A."

For projects estimated to cost more than \$20,000, the following provision applies to sub-bidders:

Section 44F. Plans and specifications; sub-bids; form; contents. First paragraph of clause I of subdivision (2) of section 44F.

“The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.”

Section 44G. Allowances; alternates; weather protection devices.

“(A) “Allowance” as used herein means a sum of money covering one or more items of labor or labor and materials which is designated in bid documents and which general bidders are required to use in computing their bids. The use of such allowances shall be prohibited in the award of any contract subject to the provisions of section forty-four A. Whenever the designer is unable to supply specifications for any item prior to the solicitation of bids, such item shall not be included in any contract subject to the provisions of section forty-four A. The awarding authority shall solicit bids for every such item separately pursuant to the provisions of section forty-four A after specifications for that item are prepared.

(B) Every alternate contained in the form for general bids shall be listed in a numerical sequence in order of priority. When the awarding authority decides to consider alternates in determining the lowest eligible and responsible bidder, the awarding authority shall consider the alternates in descending numerical sequence, such that no single alternate shall be considered unless every alternate preceding it on the list has been added to or subtracted from the base bid price.

(C) The use of options other than alternates in bid documents or bid forms subject to section forty-four A shall be prohibited under all circumstances.

(D) Every contract subject to section forty-four A shall include specifications for the installation of weather protection and shall require that the contractor shall install the same and that he shall furnish adequate heat in the area so protected during the months of November through March. Standards for such specifications shall be established by the commissioner or his designee.”

Section 44J. Invitations to bid; notice; contents; violations; penalty.

"(1) No public agency or authority of the commonwealth or any political subdivision thereof shall award any contract for which competitive bids are required pursuant to section forty-four A of this chapter or section thirty-nine M of chapter thirty, or for which competitive proposals are required pursuant to subsection (4) of section forty-four E of this chapter or section eleven C of chapter twenty-five A, unless a notice inviting bids or proposals therefor shall have been posted no less than one week prior to the time specified in such notice for the receipt of said bids or proposals in a conspicuous place in or near the offices of the awarding authority, and shall have remained posted until the time so specified, and unless such notice shall also have been published at least once not less than two weeks prior to the time so specified in the central register published by the secretary of state pursuant to section twenty A of chapter nine and in a newspaper of general circulation in the locality of the proposed project. Said notice shall also be published at such other times and in such other newspapers or trade periodicals as the commissioner of capital asset management and maintenance may require, having regard to the locality of the work involved.

(2) Said notice shall specify the time and place where plans and specification of the proposed work may be had; the time and place of submission of general bids; and the time and place for opening of the general bids. For contracts subject to the provisions of section forty-four A to H, inclusive, of this chapter, said notice shall also specify the time and place for submission of filed sub-bids, where required pursuant to section forty-four F; and the time and place for opening of said filed sub-bids.

Said notice shall also provide sufficient facts concerning the nature and scope of such project, the type and elements of construction, and such other information as will assist applicants in deciding to bid on such contract.

(3) No contract or preliminary plans and specifications shall be split or divided for the purpose of evading the provisions of this section.

(4) General bids and filed sub-bids for any contract subject to this section shall be in writing and shall be opened in public at the time and place specified in the posted or published notice, and after being so opened shall be open to public inspection.

(5) The provisions of this section shall not apply to any transaction between the commonwealth and any public service corporation.

(6) The provisions of this section may be waived in cases of extreme emergency involving the health and safety of the people and their property, upon the written approval of said commissioner. The written approval shall contain a description of the circumstances and the reasons for the commissioner's determination.

(7) Whoever violates any provision of this section shall be punished by a fine of not more than ten thousand dollars or by imprisonment in the state prison for not more than three years or in a jail or house of correction for not more than two and one-half years, or by both said fine and imprisonment; and in the event of final conviction, said person shall be incapable of holding any

office of honor, trust or profit under the commonwealth or under any county, district of municipal agency.

Each and every person who shall cause or conspire to cause any contract or preliminary plans and specifications to be split or divided for the purpose of evading the provisions of this section shall forfeit and pay to the commonwealth, a political subdivision thereof or other awarding authority subject to this section, the sum of not more than five thousand dollars and, in addition, such person or persons shall pay, apportioned among them, double the amount of damages which the commonwealth or political subdivision thereof or other awarding authority may have sustained by reason of the doing of such act, together with the costs of the action.

(8) If an awarding authority rejects all general bids or does not receive any general bids, and advertises for a second opening of general bids with the original filed sub-bids as set forth in subsection (1) of section forty-four E the notice for receipt of such general bids may be published in the central register and elsewhere as required not less than one week prior to the time specified for such second opening of general bids.

(9) No request for proposals or invitation for bids issued under sections 38A ½ to 38O, inclusive, of chapter 7, section 11C of chapter 25A, section 39M of chapter 30, this section and sections 44A to 44H, inclusive, shall be advertised if the awarding authority's cost estimate is greater than 1 year old."

Attention is directed to the following sections of Chapter 30 of the General Laws of Massachusetts as amended to date.

Section 38A. Price adjustment clause in contracts for road, bridge, water and sewer projects awarded under Sec. 39M

"Contracts for road and bridge projects awarded as a result of a proposal or invitation for bids under section 39M shall include a price adjustment clause for each of the following materials: fuel, both diesel and gasoline; asphalt; concrete; and steel. Contracts for water and sewer projects awarded as a result of a proposal or invitation for bids under said section 39M shall include a price adjustment clause for fuel, both diesel and gasoline; liquid asphalt; and portland cement contained in cast-in-place concrete. A base price for each material shall be set by the awarding authority or agency and shall be included in the bid documents at the time the project is advertised. The awarding authority or agency shall also identify in the bid documents the price index to be used for each material. The price adjustment clause shall provide for a contract adjustment to be made on a monthly basis when the monthly cost change exceeds plus or minus 5 per cent."

Section 39F. Construction contracts; assignment and subrogation; subcontractor defined; enforcement of claim for direct payment; deposit; reduction of disputed amounts.

"(1) Every contract awarded pursuant to sections forty-four A to L inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following

subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth-day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general

contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

(i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after

the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g), and (h).

(2) Any assignment by a subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of section twenty-nine of chapter one hundred forty-nine shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the awarding authority or which are on deposit pursuant to subparagraph (f) of paragraph (1) shall be subordinate to the rights of all subcontractors who are entitled to be paid under this section and who have not been paid in full.

(3) "Subcontractor" as used in this section (i) for contracts awarded as provided in sections forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall mean a person who files a sub-bid and receives a subcontract as a result of that filed sub-bid or who is approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, (ii) for contracts awarded as provided in paragraph (a) of section thirty-nine M of chapter thirty shall mean a person approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, and (iii) for contracts with the commonwealth not awarded as provided in forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall also mean a person contracting with the general contractor to supply materials used or employed in a public works project for a price in excess of five thousand dollars.

(4) A general contractor or a subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the awarding authority and the general contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. Sections fifty-nine and fifty-nine B of chapter two hundred thirty-one shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to sections fifty-nine and fifty-nine B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any subcontractor with the petition of one or more subcontractors or the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a subcontractor filing a demand for direct payment for which no funds due the general contractor are available for direct payment shall have a right to file a

petition in court of equity against the awarding authority claiming a demand for direct payment is premature and such subcontractor must file the petition before the awarding authority has made a direct payment to the subcontractor and has made a deposit of the disputed portion as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1).

(5) In any petition to collect any claim for which a subcontractor has filed a demand for direct payment the court shall, upon motion of the general contractor, reduce by the amount of any deposit of a disputed amount by the awarding authority as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1) any amount held under a trustee writ or pursuant to a restraining order or injunction.”

Section 39G. Completion of public works; semi-final and final estimates; payments; extra work; disputed items.

"Upon substantial completion of the work required by a contract with the commonwealth, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair or improvement of public ways, including bridges and other highway structures, sewers and water mains, airports and other public works, the contractor shall present in writing to the awarding authority its certification that the work has been substantially completed. Within twenty-one days thereafter, the awarding authority shall present to the contractor either a written declaration that the work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the contract sufficient to demonstrate that the work has not been substantially completed. The awarding authority may include with such list a notice setting forth a reasonable time, which shall not in any event be prior to the contract completion date, within which the contractor must achieve substantial completion of the work. In the event that the awarding authority fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the contractor's certification within the twenty-one-day period, the contractor's certification shall take effect as the awarding authority's declaration that the work has been substantially completed.

Within sixty-five days after the effective date of a declaration of substantial completion, the awarding authority shall prepare and forthwith send to the contractor for acceptance a substantial completion estimate for the quantity and price of the work done and all but one percent retainage on that work, including the quantity, price and all but one percent retainage for the undisputed part of each work item and extra work item in dispute but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory work items and less the total periodic payments made to date for the work. The awarding authority also shall deduct from the substantial completion estimate an amount equal to the sum of all demands for direct payment filed by subcontractors and not yet paid to subcontractors or deposited in joint accounts pursuant to section thirty-nine F, but no contract subject to said section thirty-nine F shall contain any other provision authorizing the awarding authority to deduct any amount by virtue of claims asserted against the contract by subcontractors, material suppliers or others.

If the awarding authority fails to prepare and send to the contractor any substantial completion estimate required by this section on or before the date herein above set forth, the awarding authority shall pay to the contractor interest on the amount which would have been due to the

contractor pursuant to such substantial completion estimate at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the awarding authority sends that substantial completion estimate to the contractor for acceptance or to the date of payment therefor, whichever occurs first. The awarding authority shall include the amount of such interest in the substantial completion estimate.

Within fifteen-days after the effective date of the declaration of substantial completion, the awarding authority shall send to the contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and, unless delayed by causes beyond his control, the contractor shall complete all such work items within forty-five-days after the receipt of such list or before the then contract completion date, whichever is later. If the contractor fails to complete such work within such time, the awarding authority may, subsequent to seven-days' written notice to the contractor by certified mail, return receipt requested, terminate the contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the contractor.

Within thirty days after receipt by the awarding authority of a notice from the contractor stating that all of the work required by the contract has been completed, the awarding authority shall prepare and forthwith send to the contractor for acceptance a final estimate for the quantity and price of the work done and all retainage on that work less all payments made to date, unless the awarding authority's inspection shows that work items required by the contract remain incomplete or unsatisfactory, or that documentation required by the contract has not been completed. If the awarding authority fails to prepare and send to the contractor the final estimate within thirty days after receipt of notice of completion, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such final estimate at the rate hereinabove provided from the thirtieth day after such completion until the date on which the awarding authority sends the final estimate to the contractor for acceptance or the date of payment therefor, whichever occurs first, provided that the awarding authority's inspection shows that no work items required by the contract remain incomplete or unsatisfactory. Interest shall not be paid hereunder on amounts for which interest is required to be paid in connection with the substantial completion estimate as hereinabove provided. The awarding authority shall include the amount of the interest required to be paid hereunder in the final estimate.

The awarding authority shall pay the amount due pursuant to any substantial completion or final estimate within thirty-five days after receipt of written acceptance for such estimate from the contractor and shall pay interest on the amount due pursuant to such estimate at the rate hereinabove provided from that thirty-fifth day to the date of payment. Within 15 days, 30 days in the case of the commonwealth, after receipt from the contractor, at the place designated by the awarding authority, if such place is so designated, of a periodic estimate requesting payment of the amount due for the preceding periodic estimate period, the awarding authority shall make a periodic payment to the contractor for the work performed during the preceding periodic estimate period and for the materials not incorporated in the work but delivered and suitably stored at the site, or at some location agreed upon in writing, to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the

awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances. The awarding authority shall include with each such payment interest on the amount due pursuant to such periodic estimate at the rate herein above provided from the due date. In the case of periodic payments, the contracting authority may deduct from its payment a retention based on its estimate of the fair value of its claims against the contractor, a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and a retention to secure satisfactory performance of the contractual work not exceeding five per cent of the approved amount of any periodic payment, and the same right to retention shall apply to bonded subcontractors entitled to direct payment under section thirty-nine F of chapter thirty; provided, that a five per cent value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.

No periodic, substantial completion or final estimate or acceptance or payment thereof shall bar a contractor from reserving all rights to dispute the quantity and amount of, or the failure of the awarding authority to approve a quantity and amount of, all or part of any work item or extra work item.

Substantial completion, for the purposes of this section, shall mean either that the work required by the contract has been completed except for work having a contract price of less than one percent of the then adjusted total contract price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the contract."

Section 39I. Deviations from plans and specifications.

"Every contractor having a contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or public works for the commonwealth, or of any political subdivision thereof, shall perform all the work required by such contract in conformity with the plans and specifications contained therein. No wilful and substantial deviation from said plans and specifications shall be made unless authorized in writing by the awarding authority or by the engineer or architect in charge of the work who is duly authorized by the awarding authority to approve such deviations. In order to avoid delays in the prosecution of the work required by such contract such deviation from the plans or specifications may be authorized by a written order of the awarding authority or such engineer or architect so authorized to approve such deviation. Within thirty days thereafter, such written order shall be confirmed by a certificate of the awarding authority stating: (1) if such deviation involves any substitution or elimination of materials, fixtures or equipment, the reasons why such materials, fixtures or equipment were included in the first instance and the reasons for substitution or elimination, and, if the deviation is of any other nature, the reasons for such deviation, giving justification therefor; (2) that the specified deviation does not materially injure the project as a whole; (3) that either the work substituted for the work specified is of the same cost and quality, or that an equitable adjustment has been agreed upon between the contracting agency and the contractor and the amount in dollars of said adjustment; and (4) that the deviation is in the best interest of the contracting authority.

Such certificate shall be signed under the penalties of perjury and shall be a permanent part of the file record of the work contracted for.

Whoever violates any provision of this section wilfully and with intent to defraud shall be punished by a fine of not more than five thousand dollars or by imprisonment for not more than six months, or both."

Section 39J. Public construction contracts; effect of decisions of contracting body or administrative board.

"Notwithstanding any contrary provision of any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or public works by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount of the contract is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, a decision, by the contracting body or by any administrative board, official or agency, or by any architect or engineer, on a dispute, whether of fact or of law, arising under said contract shall not be final or conclusive if such decision is made in bad faith, fraudulently, capriciously, or arbitrarily is unsupported by substantial evidence, or is based upon error of law."

Section 39K. Public building construction contracts; payments.

"Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, shall contain the following paragraph: Within fifteen days (thirty days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five percent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five-days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one percent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract

less, (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the awarding authority, less than 1 per cent of the adjusted contract price, or the awarding authority has determined that the contractor has substantially

completed the work and the awarding authority has taken possession for occupancy, the awarding authority may send to the general contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The general contractor shall then complete all such work items within 30 days of receipt of such list or before the contract completion date, whichever is later. If the general contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the awarding authority or before the contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the general contractor by certified mail, return receipt requested, the awarding authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the general contractor and such terminations shall be without prejudice to any other rights or remedies the awarding authority may have under the contract. The awarding authority shall note any such termination in the evaluation form to be filed by the awarding authority pursuant to the provisions of section 44D of chapter 149."

Section 39L. Public construction work by foreign corporations; restrictions and reports.

"The commonwealth and every county, city, town, district, board, commission or other public body which, as the awarding authority, request proposals, bids or sub-bids for any work in the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or other public works (1) shall not enter into a contract for such work with, and shall not approve as a subcontractor furnishing labor and materials for a part of the work, a foreign corporation which has not filed with such awarding authority a certificate of the state secretary stating that the corporation has complied with requirements of section 15.03 of subdivision A of Part 15 of chapter 156D and the date of compliance, and further has filed all annual reports required by section 16.22 of subdivision B of Part 16 of said chapter 156D, and (2) shall report to the state secretary and to the department of corporations and taxation any foreign corporation performing work under such contract or subcontract, and any person, other than a corporation, performing work under such contract or subcontract, and residing or having a principal place of business outside the commonwealth."

Section 39M. Contracts for construction and materials; manner of awarding.

"(b) Specifications for such contracts, and specifications for contracts awarded pursuant to the provisions of said sections forty-four A to forty-four L of said chapter one hundred and forty-nine, shall be written to provide for full competition for each item of material to be furnished under the contract; except, however, that said specifications may be otherwise written for sound reasons in the public interest stated in writing in the public records of the awarding authority or promptly given in writing by the awarding authority to anyone making a written request therefor, in either instance such writing to be prepared after reasonable investigation. Every such contract shall provide that an item equal to that named or described in the said specifications may be furnished; and an item shall be considered equal to the item so named or described if, in the opinion of the awarding authority: (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and (3)

it conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications.

For each item of material the specifications shall provide for either a minimum of three named brands of material or a description of material which can be met by a minimum of three manufacturers or producers, and for the equal of any one of said named or described materials."

For projects estimated to cost more than \$10,000, the following provision, section 39M subsection c, applies:

"(c) The term "lowest responsible and eligible bidder" shall mean the bidder: (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; (4) who, where the provisions of section 8B of chapter 29 apply, shall have been determined to be qualified thereunder; and (5) who obtains within 10 days of the notification of contract award the security by bond required under section 29 of chapter 149; provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority; provided further, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable."

Section 39N. Construction contracts; equitable adjustment in contract price for differing subsurface or latent physical conditions.

"Every contract subject to section forty-four A of chapter one hundred and forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an awarding authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents

and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly."

Section 39O. Contracts for construction and materials; suspension, delay or interruption due to order of awarding authority; adjustment in contract price; written claim.

"Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act or failure to act involved in the claim."

Section 39P. Contracts for construction and materials; awarding authority's decisions on interpretation of specifications, etc.; time limit; notice.

"Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official,

architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made."

Section 39Q. Contracts for capital facility construction; contents; annual claims report.

"(1) Every contract awarded by any state agency as defined by section thirty-nine A of chapter seven for the construction, reconstruction, alteration, remodeling, repair or demolition of any capital facility as defined by the aforesaid section thirty-nine A shall contain the following subparagraphs (a) through (d) in their entirety:

(a) Disputes regarding changes in and interpretations of the terms or scope of the contract and denials of or failures to act upon claims for payment for extra work or materials shall be resolved according to the following procedures, which shall constitute the exclusive method for resolving such disputes. Written notice of the matter in dispute shall be submitted promptly by the claimant to the chief executive official of the state agency which awarded the contract or his designee. No person or business entity having a contract with a state agency shall delay, suspend, or curtail performance under that contract as a result of any dispute subject to this section. Any disputed order, decision or action by the agency or its authorized representative shall be fully performed or complied with pending resolution of the dispute.

(b) Within thirty days of submission of the dispute to the chief executive official of the state agency or his designee, he shall issue a written decision stating the reasons therefor, and shall notify the parties of their right of appeal under this section. If the official or his designee is unable to issue a decision within thirty days, he shall notify the parties to the dispute in writing of the reasons why a decision cannot be issued within thirty days and of the date by which the decision shall issue. Failure to issue a decision within the thirty-day period or within the additional time period specified in such written notice shall be deemed to constitute a denial of the claim and shall authorize resort to the appeal procedure described below. The decision of the chief executive official or his designee shall be final and conclusive unless an appeal is taken as provided below.

(c) Within twenty-one calendar days of the receipt of a written decision or of the failure to issue a decision as stated in the preceding subparagraph, any aggrieved party may file a notice of claim for an adjudicatory hearing with the division of hearing officers or the aggrieved party may file an action directly in a court of competent jurisdiction and shall serve copies thereof upon all other parties in the form and manner prescribed by the rules governing the conduct of adjudicatory proceedings of the division of hearing officers. In the event an aggrieved party exercises his option to file an action directly in court as provided in the previous sentence, the twenty-one day period shall not apply to such filing and the period of filing such action shall be the same period otherwise applicable for filing a civil action in superior court. The appeal shall be referred to a hearing officer experienced in construction law and shall be prosecuted in accordance with the formal rules of procedure for the conduct of adjudicatory hearings of the division of hearing officers, except as provided below. The hearing officer shall issue a final decision as expeditiously as possible, but in no event more than one hundred and twenty calendar days after conclusion of the adjudicatory hearing, unless the decision is delayed by a request for

extension of time for filing post-hearing briefs or other submissions assented to by all parties. Whenever, because an extension of time has been granted, the hearing officer is unable to issue a decision within one hundred and twenty days, he shall notify all parties of the reasons for the delay and the date when the decision will issue. Failure to issue a decision within the one hundred and twenty-day period or within the additional period specified in such written notice shall give the petitioner the right to pursue any legal remedies available to him without further delay.

(d) When the amount in dispute is less than ten thousand dollars, a contractor who is party to the dispute may elect to submit the appeal to a hearing officer experienced in construction law for expedited hearing in accordance with the informal rules of practice and procedure of the division of hearing officers. An expedited hearing under this subparagraph shall be available at the sole option of the contractor. The hearing officer shall issue a decision no later than sixty days following the conclusion of any hearing conducted pursuant to this subparagraph. The hearing officer's decision shall be final and conclusive, and shall not be set aside except in cases of fraud.

(2) The commissioner of administration shall require the division of hearings officers to prepare annually a report concerning the construction contract claims submitted to the division during the preceding twelve months, in such form as the commissioner shall prescribe. The report shall contain, at a minimum, the following information: the number of claims submitted; the names of all parties to each such claim; a brief description of the claim; the date of submission and of disposition of the claim; its disposition, whether by settlement, withdrawal, default or written decision; and the number of claims currently pending. The original of the report shall be submitted to the commissioner of administration by January fifteenth, and a copy shall be filed with the state librarian and shall be a public document."

Section 39R. Definitions; contract provisions; management and financial statements; enforcement.

"(a) The words defined herein shall have the meaning stated below whenever they appear in this section:

(1) "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to sections thirty-eight A 1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A to forty-four H, inclusive, of chapter one hundred and forty-nine, which is for an amount or estimated amount greater than one hundred thousand dollars.

(2) "Contract" means any contract awarded or executed pursuant to sections thirty-eight A 1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A through forty-four H, inclusive, of chapter one hundred and forty-nine, which is for amount or estimated amount greater than one hundred thousand dollars.

(3) "Records" means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.

(4) "Independent Certified Public Accountant" means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his residence or principal office and who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the awarding authority.

(5) "Audit," when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a certified opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.

(6) "Accountant's Report," when used in regard to financial statements, means a document in which an independent certified public accountant indicates the scope of the audit which he has made and sets forth his opinion regarding the financial statements taken as a whole with a listing of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed the reason therefor shall be stated. An accountant's report shall include as a part thereof a signed statement by the responsible corporate officer attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the audited financial statement is a true and complete statement of the financial condition of the contractor.

(7) "Management," when used herein, means the chief executive officers, partners, principals or other person or persons primarily responsible for the financial and operational policies and practices of the contractor.

(8) Accounting terms, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.

(b) Subsection (a)(2) hereof notwithstanding, every agreement or contract awarded or executed pursuant to sections thirty-eight A 1/2 to thirty-eight O, inclusive, of chapter seven, or eleven C of chapter twenty-five A, and pursuant to section thirty-nine M of chapter thirty or to section forty-four A through H, inclusive, of chapter one hundred and forty-nine, shall provide that:

(1) The contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the contractor, and

(2) Until the expiration of six years after final payment, the office of inspector general, and the commissioner of capital asset management and maintenance shall have the right to examine any

books, documents, papers or records of the contractor or of his subcontractors that directly pertain to, and involve transactions relating to, the contractor or his subcontractors, and

(3) If the agreement is a contract as defined herein, the contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the awarding authority, including in his description the date of the change and reasons therefor, and shall accompany said description with a letter from the contractor's independent certified public accountant approving or otherwise commenting on the changes, and

(4) If the agreement is a contract as defined herein, the contractor has filed a statement of management on internal accounting controls as set forth in paragraph (c) below prior to the execution of the contract, and

(5) If the agreement is a contract as defined herein, the contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in paragraph (d) below.

(c) Every contractor awarded a contract shall file with the awarding authority a statement of management as to whether the system of internal accounting controls of the contractor and subsidiaries reasonably assures that:

(1) Transactions are executed in accordance with management's general and specific authorization;

(2) Transactions are recorded as necessary:

i. To permit preparation of financial statements in conformity with generally accepted accounting principles, and

ii. To maintain accountability for assets;

(3) Access to assets is permitted only in accordance with management's general or specific authorization; and

(4) The recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Every contractor awarded a contract shall also file with the awarding authority a statement prepared and signed by an independent certified public accountant, stating that he/she has examined the statement of management on internal accounting controls, and expressing an opinion as to:

(1) Whether the representations of management in response to this paragraph, and paragraph (b) above are consistent with the result of management's evaluation of the system of internal accounting controls; and

(2) Whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

(d) Every contractor awarded a contract by the commonwealth or by any political subdivision thereof shall annually file with the commissioner of capital asset management and maintenance during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the awarding authority upon request.

(e) The office of inspector general, the commissioner for capital asset management and maintenance and any other awarding authority shall enforce the provisions of this section. The commissioner of capital asset management and maintenance may after providing an opportunity for the inspector general and other interested parties to comment, promulgate pursuant to the provisions of chapter thirty A such rules, regulations and guidelines as are necessary to effectuate the purposes of this section. Such rules, regulations and guidelines may be applicable to all awarding authorities. A contractor's failure to satisfy any of the requirements of this section may be grounds for debarment pursuant to section forty-four C of chapter one hundred and forty-nine.

(f) Records and statements required to be made, kept or filed under the provisions of this section shall not be public records as defined in section seven of chapter four and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of clause (2) of paragraph (b)."

Section 39S. Contracts for construction; requirements.

"(a) As used in this section the word "person" shall mean any natural person, joint venture, partnership corporation or other business or legal entity. Any person submitting a bid for, or signing a contract to work on, the construction, reconstruction, alteration, remodeling or repair of any public work by the commonwealth, or political subdivision thereof, or by any county, city, town, district, or housing authority, and estimated by the awarding authority to cost more than \$10,000, and any person submitting a bid for, or signing a contract to work on, the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency, estimated to cost more than \$10,000, shall certify on the bid, or contract, under penalties of perjury, as follows:

(1) That he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course

in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

(b) Any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

(c) The attorney general, or his designee, shall have the power to enforce this section including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts in all cases where, after investigation of the facts, he has made a finding that the award or performance has resulted in violation, directly or indirectly, of subsection (b), and he shall not be required to pay to the clerk of the court an entry fee in connection with the institution of the proceeding."

Section 40. Discharge or release of bonds.

"Bonds given to the commonwealth, any county, city, town or political subdivision to secure the performance of contracts for the construction or repair of public buildings or other public works may be discharged or released by the awarding authority, upon such terms as it deems expedient, after the expiration of one year from the time of completion, subject to section thirty-nine K, of the work contracted to be done; provided that no claim filed under said bond is pending, and provided further, that no such bonds shall be discharged or released prior to the expiration of all special guarantees provided for in the contract unless new bonds in substitution therefor specifically relating to the unexpired guarantees shall be taken."

Attention is directed to the following sections of Chapter 82 of the General Laws of Massachusetts as amended to date.

Section 40. Definitions.

"The following words, as used in this section and sections 40A to 40E, inclusive, shall have the following meanings:

"**Company**", natural gas pipeline company, petroleum or petroleum products pipeline company, public utility company, cable television company, and municipal utility company or department that supply gas, electricity, telephone, communication or cable television services or private water companies within the city or town where such excavation is to be made.

"**Description of excavation location**", such description shall include the name of the city or town, street, way, or route number where appropriate, the name of the streets at the nearest intersection to the excavation, the number of the buildings closest to the excavation or any other description, including landmarks, utility pole numbers or other information which will accurately define the location of the excavation.

"Emergency", a condition in which the safety of the public is in imminent danger, such as a threat to life or health or where immediate correction is required to maintain or restore essential public utility service.

"Excavation", an operation for the purpose of movement or removal of earth, rock or the materials in the ground including, but not limited to, digging, blasting, augering, backfilling, test boring, drilling, pile driving, grading, plowing in, hammering, pulling in, jacking in, trenching, tunneling and demolition of structures, excluding excavation by tools manipulated only by human power for gardening purposes and use of blasting for quarrying purposes.

"Excavator", any entity including, but not limited to, a person, partnership, joint venture, trust, corporation, association, public utility, company or state or local government body which performs excavation operations.

"Premark", to delineate the general scope of the excavation or boring on the paved surface of the ground using white paint, or stakes or other suitable white markings on nonpaved surfaces. No premarking shall be acceptable if such marks can reasonably interfere with traffic or pedestrian control or are misleading to the general public. Premarking shall not be required of any continuous excavation that is over 500 feet in length.

"Safety zone", a zone designated on the surface by the use of standard color-coded markings which contains the width of the facilities plus not more than 18 inches on each side.

"Standard color-coded markings", red - electric power lines, cables, conduit or light cables; yellow - gas, oil, street petroleum, or other gaseous materials; orange - communications cables or conduit, alarm or signal lines; blue - water, irrigation and slurry lines; green - sewer and drain lines; white - premark of proposed excavation.

"System", the underground plant damage prevention system as defined in section 76D of chapter 164."

Section 40A. Excavations; notice.

"No excavator installing a new facility or an addition to an existing facility or the relay or repair of an existing facility shall, except in an emergency, make an excavation, in any public or private way, any company right-of-way or easement or any public or privately owned land or way, unless at least 72 hours, exclusive of Saturdays, Sundays and legal holidays but not more than 30 days before the proposed excavation is to be made, such excavator has premarked not more than 500 feet of the proposed excavation and given an initial notice to the system. Such initial notice shall set forth a description of the excavation location in the manner as herein defined. In addition, such initial notice shall indicate whether any such excavation will involve blasting and, if so, the date and the location at which such blasting is to occur.

The notice requirements shall be waived in an emergency as defined herein; provided, however, that before such excavation begins or during a life-threatening emergency, notification shall be given to the system and the initial point of boring or excavation shall be premarked. The

excavator shall ensure that the underground facilities of the utilities in the area of such excavation shall not be damaged or jeopardized.

In no event shall any excavation by blasting take place unless notice thereof, either in the initial notice or a subsequent notice accurately specifying the date and location of such blasting shall have been given and received at least 72 hours in advance, except in the case of an unanticipated obstruction requiring blasting when such notice shall be not less than four hours prior to such blasting. If any such notice cannot be given as aforesaid because of an emergency requiring blasting, it shall be given as soon as may be practicable but before any explosives are discharged.”

Section 40B. Designation of location of underground facilities.

“Within 72 hours, exclusive of Saturdays, Sundays and legal holidays, from the time the initial notice is received by the system or at such time as the company and the excavator agree, such company shall respond to the initial notice or subsequent notice by designating the location of the underground facilities within 15 feet in any direction of the premarking so that the existing facilities are to be found within a safety zone. Such safety zone shall be so designated by the use of standard color-coded markings. The providing of such designation by the company shall constitute prima facie evidence of an exercise of reasonable precaution by the company as required by this section; provided, however, that in the event that the excavator has given notice as aforesaid at a location at which because of the length of excavation the company cannot reasonably designate the entire location of its facilities within such 72 hour period, then such excavator shall identify for the company that portion of the excavation which is to be first made and the company shall designate the location of its facilities in such portion within 72 hours and shall designate the location of its facilities in the remaining portion of the location within a reasonable time thereafter. When an emergency notification has been given to the system, the company shall make every attempt to designate its facilities as promptly as possible.”

Section 40C. Excavator’s responsibility to maintain designation markings; damage caused by excavator.

“After a company has designated the location of its facilities at the location in accordance with section 40B, the excavator shall be responsible for maintaining the designation markings at such locations, unless such excavator requests remarking at the location due to the obliteration, destruction or other removal of such markings. The company shall then remark such location within 24 hours following receipt of such request.

When excavating in close proximity to the underground facilities of any company when such facilities are to be exposed, non-mechanical means shall be employed, as necessary, to avoid damage in locating such facility and any further excavation shall be performed employing reasonable precautions to avoid damage to any underground facilities including, but not limited to, any substantial weakening of structural or lateral support of such facilities, penetration or destruction of any pipe, main, wire or conduit or the protective coating thereof, or damage to any pipe, main, wire or conduit.

If any damage to such pipe, main, wire or conduit or its protective coating occurs, the company shall be notified immediately by the excavator responsible for causing such damage.

The making of an excavation without providing the notice required by section 40A with respect to any proposed excavation which results in any damage to a pipe, main, wire or conduit, or its protective coating, shall be prima facie evidence in any legal or administrative proceeding that such damage was caused by the negligence of such person."

Section 40D. Local laws requiring excavation permits; public ways.

"Nothing in this section shall affect or impair local ordinances or by-laws requiring a permit to be obtained before excavation in a public way or on private property; but notwithstanding any general or special law, ordinance or by-law to the contrary, to the extent that any permit issued under the provisions of the state building code or state fire code requires excavation by an excavator on a public way or on private property, the permit shall not be valid unless the excavator notifies the system as required pursuant to sections 40 and 40A, before the commencement of the excavation, and has complied with the permitting requirements of chapter 82A."

Section 40E. Violations of Secs. 40A to 40E; punishment.

"Any person or company found by the department of telecommunications and energy, after a hearing, to have violated any provision of sections 40A to 40E, inclusive, shall be fined \$1000 for the first offense and not less than \$5,000 nor more than \$10,000 for any subsequent offense within 12 consecutive months as set forth by the rules of said department; provided, however, that nothing herein shall be construed to require forfeiture of any penal sum by a state or local government body for violation of section 40A or 40C; and provided, further, that nothing herein shall be construed to require the forfeiture of any penal sum by a residential property owner for the failure to premark for an excavation on such person's residential property."

Attention is directed to the following sections of Chapter 30 of the Acts of 2009.

Section 33.

"(a) Notwithstanding any general or special law to the contrary, the following requirements shall apply to any public works project funded by the American Recovery and Reinvestment Act of 2009 where the amount of construction costs under any contract awarded is likely to exceed \$1,000,000. For the purposes of this section, "public works" shall mean building or work the construction of which is carried on by authority of the commonwealth, or by a county, town, authority or district, or with funds of a federal agency or the commonwealth or a county, city, town, authority or district to serve the interest of the general public, regardless of whether title thereof is in the commonwealth or in a county, city, town, authority or district; provided, however, that for the purposes of this definition, "construction" shall have the meaning provided in section 27D of chapter 149 of the General Laws.

(b) For any public works project subject to subsection (a), the specifications set forth in any

request for responses shall include a requirement that, on a per project basis, not less than 20 per cent of the total hours of employees receiving an hourly wage who are directly employed on the site of the project, employed by the contractor or a subcontractor and subject to the prevailing wage, shall be performed by apprentices in bona fide apprentice training programs as provided in sections 11H and 11I of chapter 23 of the General Laws which are approved by the division of apprentice training in the executive office of labor and workforce development.

(c) During the performance of a public works project subject to subsections (a) and (b), the contractor shall submit periodic reports to the awarding authority with records indicating the total hours worked by all journeymen and apprentices in positions subject to the apprentice requirement. In any instance in which the apprentice hours do not constitute 5 per cent of the total hours of employees subject to the apprentice requirement, the contractor shall submit a plan to the awarding authority describing how the contractor shall comply with the apprentice requirement.

(d) The attorney general shall have all the necessary powers to require compliance with the requirements of subsections (a), (b) and (c) therewith, including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts. Prior to award of the contract, an awarding authority may petition the attorney general for approval to adjust the requirements set forth in said subsections (a), (b) and (c). The attorney general may adjust these requirements only if he determines that compliance with these requirements is not feasible or if application of the requirements would be preempted by federal law.

(e) An awarding authority serving a low-income population may require additional specifications that address the needs of its clients including, but not limited to, preferential hiring for residents of public housing authorities for available apprenticeship positions.

(f) Subject to appropriation, the division of apprentice training shall enhance its outreach efforts to underserved populations in order to increase and diversify the number of apprentices in the commonwealth.”

Section 39.

“Any entity located in the commonwealth that receives federal funds through the American Recovery and Reinvestment Act of 2009 shall provide information as directed by the secretary of administration and finance regarding the use of the funds. The required information shall include, but not be limited to, the reporting information required by the federal government and any other information deemed necessary by the secretary to administer the American Recovery and Reinvestment Act of 2009 responsibly, efficiently and transparently. To the extent possible, the secretary shall work to streamline the reporting of this information, minimize duplication of data entry by recipients and ensure data consistency. The secretary may issue regulations to effectuate this reporting requirement.”

Section 40.

“Employers and hiring agents on all projects funded in whole or in part by the American Recovery and Reinvestment Act of 2009 shall post notices of available employment opportunities to the commonwealth’s job bank or the one-stop career centers closest to where the projects shall be located. The postings shall contain such information as directed by the secretary of labor and workforce development. The secretary may issue regulations to effectuate this job posting requirement.”

END OF SECTION

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ATTACHMENT C
CHANGE ORDERS

ATTACHMENT C

CHANGE ORDERS

Policy:

This section supplements Article 12, Change of Contract Price, in the General Conditions and Supplementary Conditions.

All executed change orders submitted to the Engineer for review and processing must be prepared in accordance with the attached change order format (Appendix A) with the appropriate number of copies, calculation sheet(s) (Appendix B) and all other supporting documentation necessary for evaluation. Failure to comply with these instructions will result in delays in processing the change order.

In order to avoid possible delays with approval of change orders, at the beginning of the project and as circumstances warrant, the Contractor shall submit a list of construction equipment, identifying major pieces of equipment to be utilized on the project. The list shall include the Contractor's designation, if any, the manufacturer, model, year of manufacture, serial number, size and horsepower of equipment. The Contractor shall also provide for approval a proposed bluebook equipment rental rate development that separately lists for each piece of equipment the monthly rental rate, area adjustment factor, depreciation factor, estimated operating cost per hour and total hourly rate. In the event the Contractor fails or is unable to provide appropriate rate information the Engineer may develop equipment rental rates for use on change orders.

Payment of Change Orders:

Payment of all change orders shall be in accordance with the relevant provisions of Massachusetts General Laws, Chapter 30, Section 39G for non-building construction and Section 39K for building construction as amended from time to time.

Payment of change orders shall be made in accordance with one of the following three methods:

- A. Existing unit prices as set forth in the contract; or
 - B. Agreed upon lump sum or unit prices; or
 - C. Time and materials
- A. Payment for work for which there is a unit price in the contract:

Where the contract contains a unit price for work and the Engineer orders a change for work of the same kind as other work contained in the contract and is performed under similar physical conditions, the Contractor shall accept full and final payment at the contract unit

price(s) for the acceptable quantities. Under certain circumstances, the unit prices may be subject to revaluation and adjustment. See Article 11 in the Supplementary Conditions.

B. Payment for work or materials for which no price is contained in the contract:

If the Engineer directs, the Contractor shall submit promptly in writing to the Engineer an offer to do the required work on a lump sum or unit price basis, as specified by the Engineer. The stated price, either lump sum or unit price, shall be divided so as to show that it is the sum of:

1. The estimated cost of Labor, plus
2. Direct Labor Cost, plus
3. Material and Freight Costs, plus
4. Equipment Costs, plus
5. An amount not to exceed 20% of the sum of items 1 through 4 for overhead and profit, plus (if applicable),
6. In the case of work done by a subcontractor an amount not to exceed 7 ½%, for the general contractor of the sum of the cost (not including subcontractor's overhead and profit) of items 1 through 4 for his overhead and profit (less, if applicable),
7. Credits for work deleted from the contract, including actual costs of the deleted work plus the percentage of overhead, profit, bonds and insurance attributable to such credit amount.

C. Payment for work on a time and materials basis:

Unless an agreed lump sum and/or unit price is obtained as noted above and is so stated in the change price, the Contractor shall accept as full payment for which no agreement is contained in contract, an amount equal to:

1. The estimated cost of Labor, plus
2. The Direct Labor Costs, plus
3. Equipment Costs, plus
4. Material and Freight Costs, plus
5. An amount not to exceed 20% of the sum of items 1 through 4 for overhead and profit, plus, if applicable,
6. In the case of work done by a subcontractor an amount not to exceed 7 ½%, for the general contractor of the sum of the cost (not including subcontractor's overhead and profit) of items 1 through 4 for his overhead and profit (less, if applicable),
7. Credit for work deleted from the Contract, including actual costs of the deleted work plus the percentage of overhead, profit, bonds and insurance attributable to such credit amount.

Explanation of items 1 through 7 as outlined in "B" and "C" above:

1. Labor - Only those workers employed on the project who are doing the extra work, including the foreman in charge, are allowable. General foremen, superintendents, or other supervisory personnel are considered to be included in the overhead markup as provided in items 5 and/or 6. Hourly labor rates in excess of those as listed in the contract wage rates require documentation. As a minimum, an explanation and the appropriate copy of the certified payroll are required.
2. Direct Labor Costs - These costs are limited to those which are required in the contract document. Coverage in excess of the contract provisions, secured by the contractor/subcontractor(s) at his option, are ineligible. The following list of typical direct labor charges is provided for your assistance and is in no way intended to be complete or all encompassing:

Workman's Compensation

Federal/State: Social Security Tax and Unemployment Tax;

Health, Welfare and Pension Benefits; (this cost is included in the wage rates appearing in the Attachment A Massachusetts Wage Rates.

Liability insurance: Bodily injury; excess umbrella; property damage; public liability

Blasters insurance: If applied to any required direct labor costs

Builders risk insurance: If applied to any required direct labor costs

Experience modification insurance: If applied to any required direct labor costs

Surcharges: If applied to any required direct labor costs

Following award and prior to execution of a construction contract, the Contractor and filed subbidders (where applicable) shall submit for review by the Owner, documentation to establish the markup percentage(s).

The documented direct labor markup for this contract may be adjusted on an annual basis as measured from the date the contract is executed. The contract agreement will provide for the establishment of the Direct Labor Cost percentage.

3. Material and Freight - Only those materials required as a result of the change order and reasonable freight charges for delivery of same are allowable.
4. Equipment - Only the equipment required as a result of the change order is allowable. Equipment rental rates shall be governed by the current EquipmentWatch, division of

Intertec Publishing [Formerly Nielson/Dataquest] Rental Rate Bluebook for Construction Equipment (the "Bluebook"). In determining the rental rate the following shall apply:

- a. For equipment already on the project - the monthly prorated rental rate by the hourly use shall be applicable;
- b. For equipment not on the project the daily rate, the weekly rate, or monthly rate will prevail, whichever will prove to be most cost effective. Small tools and manual equipment are examples of costs not allowable under this item. These costs are considered to be included in the overhead markup as provided in items 5 and/or 6.

(1 Month (Normal Use) = 176 hours)

- 5.& 6. Overhead and Profit - All other costs not previously mentioned are considered to be included in this item, be it for the general contractor or subcontractor(s).
7. Credits - Work deleted, material and equipment removed from the contract, stored and/or returned shall be credited to the cost of the change order, less documented costs.

This change order will be prepared in such manner as to clearly separate Eligible and Ineligible Costs (as applicable to state-funded projects).

The Contractor shall furnish itemized statements of the cost of the work ordered and shall give the Engineer access to all accounts, bills and vouchers relating thereto; and unless the Contractor shall furnish such itemized statements, and access to all accounts, bills and vouchers, he shall not be entitled to payment for any items of extra work for which such information is sought by the Engineer.

APPENDIX A

CHANGE ORDER
(Enter Project Name)
(Enter Location)

Sheet __ of

Date _____

Project No. _____

Contract No. _____

Change Order No. _____

Owner's Name: _____

Owner's Address: _____

Contractor's Name: _____

Contractor's Address: _____

Item 1:

Description of Change: _____

Reason for Change: _____

Backup Information: _____

Cost: \$ _____

Item 2

Description of Change: _____

Reason for Change: _____

Backup Information: _____

Cost: \$ _____

Change Order (Continued)
(Enter Project Name)
(Enter Location)

Sheet ___ of

Date _____

Project No. _____

Contract No. _____

Change Order No. _____

Contract Amount (As Bid) \$ _____

Amount of Previous Change Orders \$ _____

Net Change in Contract Price (this Change Order) \$ _____

Total Adjusted Contract Price (including this Change Order) \$ _____

This Change Order extends the time to complete the work by ___ calendar days.

The extended completion date is _____.

This Change Order checked by: _____
Resident Representative Date

This Change Order is requested by: _____

This Change Order is recommended by:

Consultant Engineer P.E. # Date

The undersigned agree to the terms of the Change Order.

Contractor Date

Owner Date

Certification of Appropriation under M.G.L. c.44, s.31C: Adequate funding in an amount sufficient to cover the total cost of this change order is available.

By: _____
Certification Officer (Auditor, Accountant, Treasurer) Date

Do not write below this space: this space reserved for STATE AGENCY APPROVAL

Appendix B
Example Calculation Sheet

1. Labor

Foreman	10 hours @	\$10.00/hour	\$100.00
Engineer	10 hours @	8.80/hour	85.00
Operator	10 hours @	9.50/hour	95.00
Laborers	24 hours @	7.00/hour	<u>168.00</u>
			\$448.00

2. Direct Labor Cost (use the agreed upon Direct Labor Cost)

*(30)% of \$448.

*(used for example purposes only) \$ 134.00

3. Materials & Freight

150 l.f. of 12" pipe @	\$2.00/l.f.	\$ 300.00
15 v.f. precast SMH		1,700.00
Freight (slip# enclosed)		<u>25.00</u>
		\$2,025.00

4. Equipment

1 Backhoe	10 hours @	\$ 80.00/hour	\$ 800.00
1 Truck-crane	10 hours @	100.00/hour	<u>1000.00</u>
			\$1800.00

TOTAL (items 1 through 4): \$4,407.00

5. (20%) markup for Overhead, Profit

(20%) of \$4,407 \$ 881.00

6. (7½ %) markup on subcontractor's cost for general contractor (if subcontractor is involved)

(7½ %) of \$4,407 \$ 331.00

7. Credits (deductibles) -\$323.00

TOTAL COST: \$5,296.00

Reminder: Provide support documentation as necessary i.e. vouchers, correspondence, calculation, photographs, reports.

END OF SECTION

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06/22/2007

00830-C-7

ATTACHMENT D

LOCAL MBE/WBE BID SPECIFICATIONS

BY-LAWS OF THE TOWN OF ARLINGTON

TITLE I

ARTICLE 16

CONSTRUCTION PROJECTS

Section 1. Women Work Force Participation

Any Town board or official in charge of a construction or reconstruction project is required to include in the contract documents the following:

- A. Contractor shall maintain as a goal on this project a not less than five percent ratio of women work force to total project hours in both the general contract and each individual filed sub-bid contract, if applicable. The preceding sentence shall be included in all construction contracts whether entered into by the Town pursuant to the provisions of M.G.L. c. 149 or M.G. L. c 30, §39M et. seq. provided however, that if entered into under Chapter 30 same shall not be deemed to apply where the projected bid price as determined by the Director of Public Works is not likely to exceed \$200,000.
- B. A Labor Scheduling Table which will be used as a tool for achieving a range of women work force participation for the entire project in both the general contract and each individual filed sub-bid contract.

Section 2. Equal Opportunity Goal Compliance

Any Town board or official in charge of a construction or reconstruction project is required to include in the contract documents the following:

- A. Before starting work, the contractors (includes the general contractor, for itself and its subcontractors, as well as all filed sub-bid contractors, if applicable) will submit plans for achievement of the equal opportunity goals of the contract. All contractors will be required to make a good faith effort to achieve these goals. The plan will indicate if the contractors expect to achieve the requirements during the first quarter. If there are reasons why the contractors do not expect to achieve the requirements during the first quarter year of the contract construction phase, then the contractors shall provide a plan calculated to address, to the extent reasonably possibly, these obstacles to a good faith effort to achieve such goals.
- B. Not more than ten days following the end of each work quarter, the contractors will report on the achievement of the goals, detailing the good faith efforts that have been made and will continue to be made and any other appropriate efforts not yet undertaken.
- C. All reports will be signed by an officer or principal of the company who has the authority to contractually obligate the company.

Section 3. Recruitment and Training

Any board, officer, committee, or other agency of the Town, which acts on behalf of the Town in making or supervising any contract, in an amount exceeding the sum of \$100,000 for the purchase of goods or services or for the construction, renovation, or repair of buildings or other improvement of real estate, may make arrangements with contractors and other interested agencies for special programs of recruitment and training in connection with the work to be performed on such contract, with the objective of promoting equal employment opportunity for members of minority groups protected by the fair employment laws of the Commonwealth and the United States. Any board, officer, committee or other Town agency may expend Town funds in carrying them out provided that appropriations specifically designed for such purposes have been voted by the Town Meeting.

SECTION 00890

PERMITS

PART 1 – GENERAL

1.01 DESCRIPTION:

This Section provides specific information and defines specific requirements of the Contractor regarding the preparation and acquisition of permits required to perform the work of this project.

1.02 RELATED WORK:

- A. Section 01110, CONTROL OF WORK AND MATERIALS
- B. Section 01550, SIGNAGE (TRAFFIC CONTROL)
- C. Section 01562, DUST CONTROL

1.03 GENERAL REQUIREMENTS:

- A. The Owner has obtained or will obtain and pay for the permits listed below, which are required for this project. The Contractor shall assist in obtaining certain permits, as indicated. The Contractor shall obtain and pay for all other permits required, as defined under the Permits subsection of Section 00700, GENERAL CONDITIONS.

<u>Permits by Owner</u>	<u>Status</u>
Road Opening Permit	*
Building Permit	*
Electrical Permit	*
*Contractor shall prepare permit application and obtain the permit after contract is awarded, bearing all expenses. Owner will pay for and/or waive the permit application fee, if applicable.	

PART 2 - PRODUCTS

Not Used.

PART 3 – EXECUTION

3.01 PERFORM WORK IN ACCORDANCE WITH REQUIREMENTS:

- A. The Contractor shall perform the work in accordance with the Contract Documents,

including the attached permits/order of conditions, and any applicable municipal requirements.

- B. Prior to commencing any construction activities, the Contractor shall demonstrate to the Owner and the Engineer, through on-site inspection and submitting copies of permits or approvals, that it is in full compliance with the terms and conditions of all permits specified herein. The Contractor shall maintain full compliance with all permits throughout the performance of the work, and upon request, grant access to permitting authorities to inspect the site for the purpose of verifying such compliance.

END OF SECTION

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SECTION 01014

SCOPE AND SEQUENCE OF WORK

PART 1 – GENERAL

1.01 WORK INCLUDED:

- A. Rehabilitations at each of the Town's Pump Station's as shown on the plans in Appendix A of these specifications.

1.02 RELATED WORK:

- A. SECTION 01110 – CONTROL OF WORK AND MATERIALS

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.01 GENERAL:

- A. The Contractor shall be responsible for scheduling its activities and the activities of any subcontractors involved, to meet the completion date, or milestones, established for the contract. Scheduling of the work shall be coordinated with the Owner and Engineer.
- B. The Construction Sequence Requirements shall be used by the Contractor to form a complete schedule for the project, which shall be coordinated with the Owner and Engineer. Prior to performing any work at the site, the Contractor shall submit a detailed plan to the Engineer for review. The plan shall describe the proposed sequence, methods, and timing of the work.
- C. All efforts shall be made to install the new hatches for Gould Road Pump Station and Mystic Lake Drive Pump Station prior to December 31, 2014.

END OF SECTION

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SECTION 01110

CONTROL OF WORK AND MATERIALS

PART 1 – GENERAL

Not Used.

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 HAULING, HANDLING AND STORAGE OF MATERIALS:

- A. The Contractor shall, at his own expense, handle and haul all materials furnished by him and shall remove any of his surplus materials at the completion of the work.
- B. The Contractor shall provide suitable and adequate storage for equipment and materials furnished by him that are liable to injury and shall be responsible for any loss of or damage to any equipment or materials by theft, breakage, or otherwise.
- C. All excavated materials and equipment to be incorporated in the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the work. Materials and equipment shall be kept neatly piled and compactly stored in such location as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.
- D. The Contractor shall be responsible for all damages to the work under construction during its progress and until final completion and acceptance even though partial payments have been made under the Contract.

3.02 OPEN EXCAVATIONS:

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The Contractor shall, at his own expense, provide suitable and safe means for completely covering all open excavations and for accommodating travel when work is not in progress.
- B. Bridges provided for access to private property during construction shall be removed when no longer required.
- C. The length of open trench will be controlled by the particular surrounding conditions but shall always be confined to the limits prescribed by the Engineer.

- D. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, then special construction procedures shall be taken, such as limiting the length of trench and prohibiting stocking excavated material in the street.
- E. All street excavations shall be completely closed at the end of each work day. Backfilling or use of steel plates of adequate strength to carry traffic shall be used.

3.03 MAINTENANCE OF TRAFFIC:

- A. Unless permission to close the street is received in writing from the proper authority, all excavated materials and equipment shall be placed so that vehicular and pedestrian traffic may be safely maintained at all times.
- B. Should the Chief of Police deem it necessary, uniformed officers will be assigned to direct traffic. The Contractor shall make all arrangements in obtaining uniformed officers required. The Owner shall pay for the uniformed officers directly.
- C. The Contractor shall at his own expense, as directed by the Police Traffic Control/Safety Officer, provide and erect acceptable barricades, barrier fences, traffic signs, and all other traffic devices not specifically covered in a bid item, to protect the work from traffic, pedestrians, and animals. He shall provide sufficient temporary lighting such as lanterns/flashers (electric battery operated) or other approved illuminated traffic signs and devices to afford adequate protection to the traveling public, at no additional cost to the Owner.
- D. The Contractor shall furnish all construction signs that are deemed necessary by and in accordance with Part VI of the Manual on Uniform Traffic Control Devices as published by the U.S. Department of Transportation. In addition, the Contractor may be required to furnish up to 128 square feet of additional special construction warning signs. Size and exact wording of signs shall be determined by the Engineer during construction.
- E. The intent of policing is to ensure public safety by direction of traffic. Police officers are not to serve as watchmen to protect the Contractor's equipment and materials.
- F. Nothing contained herein shall be construed as relieving the Contractor of any of his responsibilities for protection of persons and property under the terms of the Contract.

3.04 CARE AND PROTECTION OF PROPERTY:

The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be promptly restored by the Contractor, at his expense,

to a condition similar or equal to that existing before the damage was done, to the satisfaction of the Engineer.

3.05 PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES:

- A. All existing buildings, utilities, pipes, poles, wires fences, curbing, property line markers and other structures which the Engineer decides must be preserved in place without being temporarily or permanently relocated, shall be carefully supported and protected from damage by the contractor. Should such property be damaged, it shall be restored by the Contractor, at no additional cost to the Owner.
- B. The Contractor shall determine the location of all underground structures and utilities (including existing water services, drain lines, electrical lines, and sewers). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by Contractor.
- C. When fences interfere with the Contractor's operations, he shall remove and (unless otherwise specified) promptly restore them in accordance with Section 01564 EXISTING FENCES.
- D. On paved surfaces the Contractor shall not use or operate tractors, bulldozers, or other power-operated equipment with treads or wheels which are shaped so as to cut or otherwise damage such surfaces.
- E. All property damaged by the Contractor's operations shall be restored to a condition at least equal to that in which it was found immediately before work was begun. Suitable materials and methods shall be used for such restoration.
- F. Restoration of existing property and structures shall be carried out as promptly as practicable and shall not be left until the end of the construction period.

3.06 MAINTENANCE OF FLOW:

- A. The Contractor shall at his own cost, provide for the flow of sewers and drains interrupted during the progress of the work, and shall immediately cart away and dispose of all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the Engineer well in advance of the interruption of any flow.
- B. All existing drainage facilities including, but not limited to; brooks, streams, canals, channels, ditches, culverts, catch basins and drainage piping shall be adequately safeguarded so as not to impede drainage or to cause siltation of downstream areas in any manner whatsoever. If the Contractor damages or impairs any of the aforesaid drainage facilities, he shall repair the same within the same day.
- C. At the conclusion of the work, the Contractor shall remove all silt in drainage structures caused by his operations as described in Section 01740, CLEANING UP.

3.07 REJECTED MATERIALS AND DEFECTIVE WORK:

- A. Materials furnished by the Contractor and condemned by the Engineer as unsuitable or not in conformity with the specifications shall forthwith be removed from the work by the Contractor, and shall not be made use of elsewhere in the work.
- B. Any errors, defects or omissions in the execution of the work or in the materials furnished by the Contractor, even though they may have been passed or overlooked or have appeared after the completion of the work, discovered at any time before the final payment is made hereunder, shall be forthwith rectified and made good by and at the expense of the Contractor and in a manner satisfactory to the Engineer.
- C. The Contractor shall reimburse the Owner for any expense, losses or damages incurred in consequence of any defect, error, omission or act of the Contractor or his employees, as determined by the Engineer, occurring previous to the final payment.

3.08 SANITARY REGULATIONS:

Sanitary conveniences for the use of all persons employed on the work, properly screened from public observation, shall be provided in sufficient numbers in such manner and at such locations as may be approved. The contents shall be removed and disposed of in a satisfactory manner as the occasion requires. The Contractor shall rigorously prohibit the committing of nuisances within, on or about the work. Any employees found violating these provisions shall be discharged and not again employed on the work without the written consent of the Engineer. The sanitary conveniences specified above shall be the obligation and responsibility of the Contractor.

3.09 SAFETY AND HEALTH REGULATIONS:

This project is subject to the Safety and Health regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926, and to the Massachusetts Department of Labor and Industries, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations (454 CMR 10.0 et. seq.)." Contractors shall be familiar with the requirements of these regulations.

3.10 SITE INVESTIGATION:

The Contractor acknowledges that he has satisfied himself as to the conditions existing at the site of the work, the type of equipment required to perform this work, the quality and quantity of the materials furnished insofar as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the drawings and specifications made a part of this contract. Any failure of the Contractor to acquaint himself with available information will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any conclusion or interpretation made by the Contractor on the basis of the information made available by the Owner.

3.11 HANGERS, PADS, AND SUPPORTS:

- A. Unless otherwise indicated, hangers and supports shall be by the trade providing the supported item.
- B. Except where detailed or specified, design of hangers and supports shall be the responsibility of the Contractor. All parts of such hangers or supports shall be designed in accordance with accepted engineering practice, using a factor of safety of at least 2½.
- C. When proprietary hangers, etc., are supplied, satisfactory evidence of the strength of such items shall be furnished.
- D. Hangers for items hung from steel and concrete shall be centered on the vertical center of gravity of the beam.
- E. Locations and sizes of openings, sleeves, concrete pads, steel frames, and other equipment supports are indicated on the drawings for bidding purposes only. Final sizes and locations of such items shall be obtained from the shop drawings.

3.12 SLEEVES, HOLES, HANGERS, INSERTS, ETC.:

- A. Except where holes and openings are dimensioned, and hangers, inserts, and supports are fully called for on the architectural and structural drawings (or reference is made thereon to drawings containing such information) to accommodate mechanical or electrical items, they shall be by the mechanical or electrical trade concerned.
- B. Sleeves, inserts, anchors, etc., supplied under the mechanical and electrical contracts in sufficient time to so permit, shall be set in concrete, masonry, etc., or fastened to steel deck, etc., by the respective architectural or structural trade. Where not supplied in sufficient time, installation of such items shall be the responsibility of the mechanical or electrical trade involved.
- C. Nothing shall be suspended from the steel roof deck and no fastenings made to it, except with the prior permission of the Engineer. Request for permission shall be accompanied by full details of the hanger or fastener, including the weight of the item to be suspended.
- D. Nailers and other wood members attached to steel or masonry, for which fasteners are not indicated on the design drawings or in the specification, shall be fastened with the equivalent of ½-inch diameter bolts at 3 feet o.c.
- E. Openings for mechanical and electrical items in finished areas of the building shall be closed off with near escutcheon plates or similar closures. These closures shall be by the mechanical or electrical trade involved.

3.13 ROOF PROTECTION:

Where work must be performed over completed roofing, the roofing shall be protected by 2 layers of ½-inch thick plywood, laid with joints in the second layer offset 1/2 sheet width and length from joints in the first layer. No material shall be stored or work performed on areas of roof which are not so protected.

3.14 WEATHER PROTECTION:

In conformance with Sections 44F and 44G of Chapter 149 of the General Laws of Massachusetts, the General Contractor shall install weather protection and shall furnish adequate heat in the area so protected during the months of November through March. Standards for such specifications shall be established by the Director of Building Construction in the Executive Office for Administration and Finance.

3.15 ELECTRIC SERVICE:

- A. The Contractor shall make all necessary applications and arrangements and pay for all fees and charges for electrical energy for power and light necessary for the proper completion of this contract during its entire progress. The Contractor shall provide and pay for all temporary wiring, switches, connections, and meters.
- B. There shall be sufficient electric lighting so that all work may be done in a workmanlike manner where there is not sufficient daylight.

END OF SECTION

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SECTION 01140

SPECIAL PROVISIONS

PART 1 - GENERAL

Not used

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

3.01 WATER FOR CONSTRUCTION PURPOSES:

- A. In locations where water is in sufficient supply, the Contractor may be allowed to use water for jetting backfill and other construction purposes without charge. The express approval of the Owner shall be obtained before water is used. The Owner may require the Contractor to provide a clean and tested valve and meter for obtaining water onsite. Otherwise, water may be obtained from a designated hydrant at the Owner's DPW office at 51 Grove Street. Operation of any hydrant may be limited to the Owner's staff. Waste of water by the Contractor shall be sufficient cause for withdrawing the privilege of unrestricted use.
- B. If no water is available, the Contractor shall supply water at no additional cost to the Owner.

3.02 PIPE LOCATION:

Pipe shall be located substantially as indicated on drawings. The Owner reserves the right, acting through the Engineer, to make such modifications as may be deemed desirable to avoid interference with existing structures or for other reasons.

3.03 DIMENSIONS OF EXISTING STRUCTURES:

Where the dimensions and locations of existing structures are of critical importance in the installation or connections of new work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment that is dependent on the correctness of such information.

3.04 OCCUPYING PRIVATE PROPERTY:

The Contractor shall not enter upon nor occupy with men, equipment or materials any property outside of the public highways or Owner's easements, except with the written consent of the property owner or property owner's agent.

3.05 EXISTING UTILITY LOCATIONS – CONTRACTOR’S RESPONSIBILITY:

- A. The location of existing underground services and utilities shown on the drawings is based on available records. It is not warranted that all existing utilities and services are shown, or that shown locations are correct. The Contractor shall be responsible for having the utility companies locate their respective utilities on the ground prior to excavating.
- B. To satisfy the requirements of Massachusetts law, Chapter 82, Section 40, the Contractor shall, at least 72 hours, exclusive of Saturdays, Sundays and holidays, prior to excavation in the proximity of telephone, gas, cable television and electric utilities, notify the utilities concerned by calling “DIG SAFE” at telephone number: 1-888-344-7233 and MWRA Permitting Department, Field Operations at (617) 305-5956.
- C. The Contractor shall coordinate all work involving utilities and shall satisfy himself as to the existing conditions of the areas in which he is to perform his work. He shall conduct and arrange his work so as not to impede or interfere with the work of other contractors working in the same or adjacent areas.

3.06 COORDINATION OF WORK:

The General Contractor shall be responsible for coordinating his own work as well as that of any subcontractors. He shall be responsible for notification of the Engineer when each phase of work is expected to begin and the approximate completion date.

3.07 TIME FOR COMPLETION OF CONTRACT:

The time for completion of this contract is stipulated in the Form of General Bid. The Bidder shall base his bid on completing the proposed work by the completion date stipulated in Section 00410, FORM OF GENERAL BID/FORM FOR GENERAL BID.

3.08 MAINTENANCE OF TRENCH SURFACE:

After backfilling and compacting the trench, the Contractor shall be responsible for keeping the ground surface dry and passable at all times until the surface has been restored to original conditions.

3.09 COMPLIANCE WITH PERMITS:

- A. The Contractor shall perform all work in conformance with requirements of the Permits, which appear in Section 00890 – PERMITS.

3.10 CUTTING, FITTING AND PATCHING:

- A. The Contractor shall do all cutting, fitting, or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work

of other Contractors, as shown upon or reasonably implied by the drawings and the specifications for the completed structure, including all existing work.

- B. The Contractor shall not endanger any work by cutting, digging, or otherwise and shall not cut or alter the work of any other Contractor, save with the consent of the Engineer.
- C. All holes or openings required to be made in new or existing work, particularly at pipe, conduit, or other penetrations not covered by escutcheons or plates shall be neatly patched. All such holes shall be made completely watertight as approved by the Engineer.
- D. Size and locations of holes required in steel, concrete, or other structural or finish materials for piping, wiring, ducts, etc., which have not been located and detailed on the drawings shall be approved by the Engineer prior to layout and cutting thereof. All holes shall be suitably reinforced as required by the Engineer.
- E. Workmanship and materials of patching and repair work shall match the adjacent similar work and shall conform to the applicable sections of the specification. Patches and joints with existing work shall provide, as applicable in each case, visual, structural, and waterproofing continuity.

3.11 CONNECTIONS TO EXISTING WATER SYSTEMS:

- A. The Owner will, upon 24-hour notice from the Contractor, assist the Contractor by locating and opening or closing any and all valves required for draining or admitting water to the various sections of the water main as required to perform the proposed work. No damages shall be claimed by the Contractor for delays in dewatering pipelines nor shall any damages be claimed because of water leaking through closed valves after dewatering is completed.
- B. Connections to the existing distribution system shall be made with the mains under pressure unless the lines can be temporarily taken out of service as approved by the Owner.
- C. The Contractor will be required to make test excavations to ascertain that the proposed position of the connections will be clear of joints, fittings, or other obstructions.
- D. If any failure occurs in connection to existing mains, service shall be restored in the shortest possible time, the Contractor working around the clock, if necessary. He shall cooperate with the Owner in notifying the consumers or supplying emergency water. If required by Owner, the Contractor shall make connections to water mains during night hours, on Sunday or at other times of off-peak demand for water.

3.12 CONTRACTOR'S REPRESENTATIVE:

The Contractor shall designate a representative who will be available to respond to emergency calls by the Owner at any time day and night and on weekends and holidays should such a situation arise.

3.13 HOURS OF CONSTRUCTION ACTIVITY:

- A. The Contractor shall conduct all construction activity between 7:00 a.m. and 5:00 p.m., Monday through Friday. On streets designated by the OWNER as “critical work areas” the Contractor shall conduct all construction activity between 7:00 a.m. and 3:00 p.m., Monday through Friday.

No construction work shall be allowed on Saturdays, Sundays or Holidays without written authorization from the Owner.

- B. The Owner will provide personnel for assistance in locating and operating valves at no cost to the Contractor during the Owner’s normal working hours (Monday through Friday 7:00 a.m. to 3:00 p.m.). When this assistance is required by the Contractor outside of the Owner’s normal working hours the cost will be incurred by the Contractor at the prevailing overtime rate of pay for the personnel providing the assistance. The Owner will bill the Contractor directly.

3.14 CONSTRUCTION CREWS:

The Contractor shall not increase the number of construction crews assigned to the work without providing one-week advance notice to the Engineer.

3.15 MASSACHUSETTS DATA SECURITY REGULATIONS:

The Contractor is required to comply with data security regulations contained in 201 CMR 17.00 that have been established to safeguard personal information of Massachusetts residents contained in paper or electronic records. The Contractor shall not submit to the Engineer or Owner documents in paper or electronic form that contain personal information (person’s name combined with one or more of the following – Social Security Number, driver’s license number or state-issued identification card number, financial institution account number, or credit or debit card number). Any document submitted to the Engineer that violates this provision shall be returned to the Contractor and the Contractor shall remove personal information from the document prior to resubmitting it to the Engineer. The Contractor shall require each Subcontractor to also comply with the MA data security regulations insofar as they involve submittal of personal information to the Engineer and Owner.

3.16 ABUTTER NOTIFICATION:

Abutters in each work area shall be notified in writing 48-hours prior to the work commencing where traffic and/or access to driveways will be affected.

END OF SECTION

SECTION 01270

MEASUREMENT AND PAYMENT

1. GENERAL

- A. The following sections describe the measurement and payment for the work to be done under the respective items listed in the FORM OF GENERAL BID.
- B. The lump sum price stated in the FORM OF GENERAL BID shall constitute full compensation as herein specified, for all of the work completed in accordance with the drawings and specifications. All other activities required in connection with performance of the work, including all work required under Division 1, GENERAL REQUIREMENTS, whether described in the contract documents or mandated by applicable codes, permits and laws, will not be separately paid for unless specifically provided for in the form of general bid, but will be considered to be incidental to performance of the overall project.

2. ITEM 1

The lump sum price for Item 1 shall constitute full compensation for furnishing all labor, materials, tools and equipment and constructing the project, complete, as shown on the drawings and called for in the specifications.

END OF SECTION

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SECTION 01329

SUBMITTAL OF OPERATION AND MAINTENANCE MANUALS

PART 1 - GENERAL:

1.01 OPERATION AND MAINTENANCE MANUALS:

- A. As required by the General Conditions, and Section 01760 OPERATION AND MAINTENANCE MANUALS and Technical Specifications, the Contractor shall submit a schedule of Operation and Maintenance Manuals.
- B. In accordance with the schedule, the Contractor shall submit promptly to the Engineer, through its authorized resident representative at the job site, or by mail, attention: CSD, four (4) paper copies and one (1) digital copy on CD of Operation and Maintenance Manual required as noted in the technical specifications sections for this Contract.
- C. The manuals shall be prepared in accordance with Specification Section 01760 - OPERATION AND MAINTENANCE MANUALS.
- D. Such manuals shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawings.
- E. All manuals shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining manuals from his subcontractors and returning reviewed manuals to them. A Weston & Sampson standard shop drawing transmittal form with a description of the manual shall accompany each shipment of manuals.
- F. The Contractor shall be responsible for the prompt submittal and resubmittal, as necessary, of all manuals so that there will be no delay in the startup operation of the facility due to the absence of such manuals.
- G. The Engineer will review the manuals as to their general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Corrections of comments made in the manuals during the review does not relieve the Contractor from compliance with requirements of the Contract Documents.
- H. With few exceptions, O&M Manuals will be reviewed and returned to the Contractor within 30 days of submittal.

1.02 RELATED WORK:

- A. Section 01330 SUBMITTALS

B. Section 01760 OPERATION AND MAINTENANCE MANUALS

C. Section 01770 PROJECT CLOSEOUT

1.03 SUBMITTAL OF OPERATION AND MAINTENANCE MANUALS AND SPARE PARTS LISTS:

- A. Where reference is made in technical specification sections to operating and maintenance manuals and/or spare parts lists, the Contractor shall submit four copies to the Engineer for review in accordance with the following instructions:
1. Four complete sets of operation and maintenance instructions covering all equipment furnished under Sections 11, 13, 14, 15 and 16 requiring operation and maintenance manuals shall be delivered directly to Weston & Sampson Engineers, Inc, Five Centennial Drive, Peabody, MA 01960, Attention: CSD.
 2. Submission and approval of each set of manuals is considered an integral part of furnishing and installing respective equipment or systems. Measurement for payment of equipment requiring an operation and maintenance manual will not exceed 92 percent, until the manuals meet the requirements of the contract documents.
 3. Submit four copies of first draft volumes as required in Specification Sections 01329 and 01760. This first draft shall contain all currently available product data. One copy will be returned with comments.
 4. Submit four copies of completed second draft volumes in final form 90 days prior to startup and after Physical checkout to include the additional requirements set forth in paragraph 1.07.R of Section 01760 OPERATION AND MAINTENANCE MANUALS.
 5. Submit four copies and one digital copy on CD of the Final Operation and Maintenance Manuals as required in Section 01770 PROJECT CLOSEOUT.
- B. If the submittal is complete and does not require any changes, an acknowledgement (copy of transmittal) will be returned noting status. If the submittal is incomplete or does require changes, corrections, additions, etc., one copy of the submittal will be returned with a copy of transmittal noting status.
- C. For systems requiring field adjustment and balancing, such as heating and ventilating, the Contractor shall submit separate test results and adjustment data on completion of the work, to be incorporated into the system manual.
- D. The information included in the manual shall be as described in the individual specification sections, but as a minimum shall contain clear and concise instructions

for operating, adjusting, lubricating and maintaining the equipment, an exploded assembly drawing, identifying each part by number and a listing of all parts of the equipment, with part numbers and descriptions required for ordering spare parts. Spare parts lists shall include recommended quantity and price.

END OF SECTION

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SECTION 01330

SUBMITTALS

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. The Contractor shall provide the Engineer with submittals as required by the contract documents.

1.02 RELATED WORK:

- A. Divisions 1 – 3 of these specifications that require submittals.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 GENERAL:

- A. As required by the General Conditions, Contractor shall submit a schedule of shop and working drawing submittals.
- B. The Contractor shall submit the shop and working drawing submittals either electronically or hard copy.

3.02 ELECTRONIC SUBMITTALS:

- A. In accordance with the accepted schedule, the Contractor shall submit promptly to the Engineer by email (davida@wseinc.com) or on Compact Disc (mail to Weston & Sampson Engineers, attention: CSD), one electronic copy in Portable Document Format (PDF) of shop or working drawings required as noted in the specifications, of equipment, structural details and materials fabricated especially for this Contract.
- B. Each electronic copy of the shop or working drawing shall be accompanied by the Engineer's standard shop drawing transmittal form, included as Exhibit 1 of this section (use only for electronic submittals), on which is a list of the drawings, descriptions and numbers and the names of the Owner, Project, Contractor and building, equipment or structure.
- C. The Contractor shall receive a shop drawing memorandum with the Engineer's approval or comments via email.

3.03 HARD COPY SUBMITTALS:

- A. In accordance with the accepted schedule, the Contractor shall submit promptly to the Engineer, by mail (to Weston & Sampson Engineers, attention: CSD), six (6) copies each of shop or working drawings required as noted in the specifications, of equipment, structural details and materials fabricated especially for this Contract.
- B. Each shipment of drawings shall be accompanied by the Engineer's (if applicable) standard shop drawing transmittal form on which is a list of the drawings, descriptions and numbers and the names of the Owner, Project, Contractor and building, equipment or structure.

3.04 SHOP AND WORKING DRAWINGS:

- A. Shop and working drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish of shop coat, grease fittings, etc., depending on the subject of the drawings. When it is customary to do so, when the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for this Contract.
- B. All shop and working drawings shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from his subcontractors and returning reviewed drawings to them. All shop and working drawings shall be prepared on standard size, 24-inch by 36-inch sheets, except those, which are made by changing existing standard shop or working drawings. All drawings shall be clearly marked with the names of the Owner, Project, Contractor and building, equipment or structure to which the drawing applies, and shall be suitably numbered. Each shipment of drawings shall be accompanied by the Engineer's (if applicable) standard shop drawing transmittal form on which is a list of the drawings, descriptions and numbers and the names mentioned above.
- C. Only drawings that have been prepared, checked and corrected by the fabricator should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Contract Documents in all respects. Shop drawings shall be reviewed and marked with the date, checker's name and indication of the Contractor's approval, and only then shall be submitted to the Engineer. Shop drawings unsatisfactory to the Contractor shall be returned directly to their source for correction, without submittal to the Engineer. Shop drawings submitted to the Engineer without the Contractor's approval stamp and signature will be rejected. Any deviation from the Contract Documents indicated on the shop drawings must be identified on the drawings and in a separate submittal to the Engineer, as required under subsection 6.17 Shop Drawings and Samples; D. Submittal Procedures, Paragraph 3 of the 1996 General Conditions.

- D. The Contractor shall be responsible for the prompt submittal and resubmittal, as necessary, of all shop and working drawings so that there will be no delay in the work due to the absence of such drawings.
- E. The Engineer will review the shop and working drawings as to their general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Corrections of comments made on the drawings during the review do not relieve the Contractor from compliance with requirements of the Contract Documents. The Contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner. The review of the shop drawings is general and shall not relieve the Contractor of the responsibility for details of design, dimensions, code compliance, etc., necessary for interfacing with other components, proper fitting and construction of the work required by the Contract and for achieving the specified performance. The Engineer will review submittals two times: once upon original submission and a second time if the Engineer requires a revision or corrections. The Contractor shall reimburse the Owner amounts charged to the Owner by the Engineer for performing any review of a submittal for the third time or greater.
- F. With few exceptions, shop drawings will be reviewed and returned to the Contractor within 30 days of submittal.
- G. No material or equipment shall be purchased or fabricated especially for this Contract nor shall the Contractor proceed with any portion of the work, the design and details of which are dependent upon the design and details of equipment or other features for which review is required, until the required shop and working drawings have been submitted and reviewed by the Engineer as to their general conformance and compliance with the project and its Contract Documents. All materials and work involved in the construction shall then be as represented by said drawings.
- H. Two copies of the shop and working drawings and/or catalog cuts will be returned to the Contractor. The Contractor shall furnish additional copies of such drawings or catalog cuts when he needs more than two copies or when so requested.

3.05 SAMPLES:

- A. Samples specified in individual Sections include, but are not necessarily limited to, physical examples of the work such as sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used products, color/texture/pattern swatches and range sets, specimens for coordination of visual effect, graphic symbols, and units of work to be used by the Engineer or Owner for independent inspection and testing, as applicable to the work.

- B. The number of samples submitted shall be as specified. Submittal and processing of samples shall follow the procedures outlined for shop and working drawings unless the specifications call for a field submittal or mock-up.
- C. Acceptance of samples will be acknowledged via a copy of the transmittal noting status. When samples are not acceptable, prompt resubmittal will be required.

END OF SECTION

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EXHIBIT 1 TO SECTION 01330 SUBMITTALS

SHOP DRAWING TRANSMITTAL FORM

Shop Drawing Transmittal**Weston&Sampson**
ENGINEERS, INC.**Instructions for Preparing Transmittal**

No action will be taken on any item unless accompanied by this form.
Type or print all entries.

TRANSMITTAL NOS. to be consecutive (1, 2, 3, etc.).

Each resubmittal of same item shall use same number with suffix letter (A, B, etc.).

SPEC. SECT. NO: Only one spec. section no. to each transmittal.

DESCRIPTION: Complete identification of document or group of documents.

SOURCE: Originator of document(s) being submitted.

DRAWING NO: Identification of document(s).

NO. of COPIES: Usually 6 or as directed/specified.

CONTRACT DRAWING REFERENCE: Contract drawing number(s) showing details of document(s) being submitted.

SPECIAL INSTRUCTIONS: Special cases and emergencies, changes in distribution and special handling requests, etc. should be entered here.

SIGNATURE OF CONTRACTOR: Signature of individual who reviews and approves material prior to submittal to engineer.

Contractor to retain last copy. Submit original with two pink and two yellow copies.

THIS SECTION TO BE COMPLETED BY CONTRACTOR

TRANSM. NO.	SPEC. SECT. NO.	DATE / /	CONTRACTOR'S JOB NO.	W&S JOB NO.
PROJECT NAME & CONTRACT NO.				
LOCATION				
T O F R O M Attention: CSD Weston & Sampson Engineers, Inc. 5 Centennial Drive Peabody, MA 01960-7985 (CONTRACTOR)				
ITEM NO.	DESCRIPTION	SOURCE	DRAWING NO. CATALOG NO. BROCHURE, ETC.	NO. OF COPIES
1				
2				
3				
4				

THIS CERTIFIES THAT ALL ITEMS SUBMITTED HEREWITH HAVE BEEN CHECKED BY THE CONTRACTOR, ARE IN CONFORMANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, EXCEPT AS NOTED, AND ARE APPROVED BY THE CONTRACTOR FOR THIS PROJECT.

SPECIAL INSTRUCTIONS:

(FOR CONTRACTOR)
SIGNATURE
& TITLE:

THIS SECTION TO BE COMPLETED BY W&S

ACTION CODE		FIELD OFFICE		Weston&Sampson ENGINEERS, INC.	
1. NO EXCEPTIONS TAKEN	a. INSTALLATION SHALL PROCEED ONLY WHEN ACTION CODE IS 1 or 2.	RECTD BY	BY	DATE	
2. MAKE CORRECTIONS NOTED	b. ACTION CODED 3 SHALL BE RESUBMITTED WITHIN TIME LIMIT SET IN CONTRACT.	DATE	/ /		
3. AMEND AND RESUBMIT	c. REVIEW DOES NOT RELIEVE CONTRACTOR FROM RESPONSIBILITY OF COMPLIANCE WITH ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS.				
4. REJECTED - SEE REMARKS					
5. ACKNOWLEDGMENT					

Please! BEAR DOWN WHEN HANDWRITING -- THIS IS A 6 COPY FORM & THE LAST COPY IS YOURS!

SECTION 01380

HEALTH AND SAFETY PLAN

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. Prior to the start of work on the site, Contractor shall prepare and submit a site-specific health and safety plan that includes consideration of all known and potential hazards at the site. Work may not proceed at the project site until the Contractor's health and safety plan has been received and reviewed by the Engineer.

1.02 REFERENCES:

- A. OSHA 29 CFR 1910.120

PART 2 – PRODUCTS

2.01 HEALTH AND SAFETY PLAN:

- A. The health and safety plan shall include, but not necessarily be limited to the following:

1. Identification of Contractor's Site Safety Officer.
2. Identification of Hazards and Risks Associated with Project.
3. Contractor's Standard Operating Procedures, Including Personnel Training and Field Orientation.
4. Respiratory Protection Training Requirements.
5. Levels of Protection and Selection of Equipment Procedures.
6. Type of Medical Surveillance Program.
7. Personal Hygiene Requirements and Guidelines.
8. Zone Delineation of the Project Site.
9. Site Security and Entry Control Procedures.
10. Field Monitoring of Site Contaminants.
11. Contingency and Emergency Procedures.
12. Listing of Emergency Contacts.

PART 3 - EXECUTION

3.01 PERSONAL PROTECTIVE EQUIPMENT:

- A. The personal protective equipment required to provide the appropriate level of dermal and respiratory protection shall be determined based on the results of continuous air monitoring performed by the Contractor and the standards set forth in the Contractor's health and safety plan. The Engineer may conduct duplicate air monitoring for quality control purposes. Modified Level D protection shall be the minimum requirement for all on-site personnel.

END OF SECTION

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SECTION 01550

SIGNAGE (TRAFFIC CONTROL)

PART 1 - GENERAL

1.01 WORK INCLUDED:

This Section covers furnishing and installing traffic control signs and other devices.

1.02 SYSTEM DESCRIPTION:

The Contractor shall furnish and install all construction signs deemed necessary by and in accordance with the latest edition of Part VI of the Manual on Uniform Traffic Control Devices(MUTCD) as published by the U.S. Department of Transportation.

PART 2 - PRODUCTS

2.01 TRAFFIC WARNING AND REGULATING DEVICES:

Contractor shall provide warning signs, barricades and other devices in accordance with the specifications provided in the MUTCD. Size of signs, lettering, colors, method of support and other factors prescribed in the MUTCD shall be adhered to.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Contractor shall erect barricades, barrier fences, traffic signs, and other traffic control devices as required by the MUTCD, or as required by the Engineer, to protect the work area from traffic, pedestrians, and animals.
- B. Contractor shall relocate barricades, signs and other devices as necessary as the work progresses.
- C. Unless extended protection is required for specific areas, when the work has been completed, all temporary warning and regulatory devices used by the Contractor shall be removed so that traffic can move unimpeded through the area.

END OF SECTION

SECTION 01552

CONSTRUCTION ZONE SAFETY PLAN

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This Section covers the provisions for complying with Commonwealth of Massachusetts requirements for construction zone safety plans on public works projects.

1.02 DESCRIPTION:

- A. The Contractor shall implement traffic safety and control measures through the construction zone through road closures and detours and mitigate impacts on traffic outside of the construction zone in accordance with these contract documents.

1.03 RELATED WORK:

- A. SECTION 01110, CONTROL OF WORK AND MATERIALS (MAINTENANCE OF TRAFFIC)
- B. SECTION 01550, SIGNAGE (TRAFFIC CONTROL)
- C. SECTION 01553, UNIFORMED OFFICERS FOR TEMPORARY TRAFFIC CONTROL
- D. FIGURE CZSP-1 (ATTCHED TO THIS SECTION)

1.04 REFERENCES:

701 CMR 7.00 Use of Road Flaggers and Police Details on Public Works Projects

Massachusetts Department of Transportation Standard Specifications for Highways and Bridges – latest edition

PART 2 - PRODUCTS

- 2.01 Traffic control devices utilized by the Contractor shall meet the requirements of these contract documents and the latest Massachusetts Department of Transportation (MassDOT) Standard Specifications and Manual On Uniform Traffic Control Devices (MUTCD).

PART 3 - EXECUTION

3.01 OPERATION:

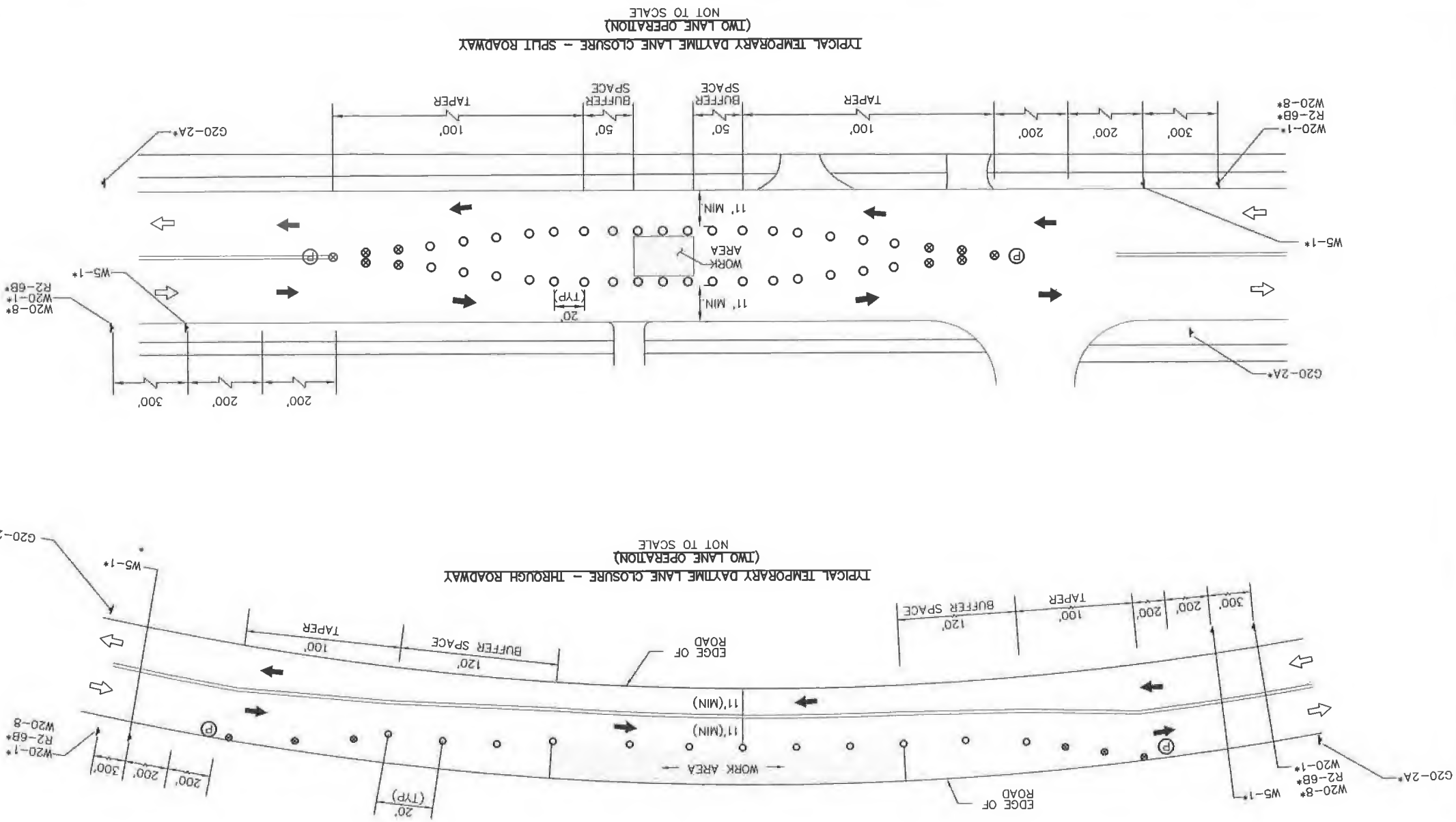
- A. Contractor shall be responsible for providing all temporary traffic control devices including barricades, barrier fences, signs, drums, cones, impact attenuators and other traffic control devices in accordance with typical traffic management plans and details shown on the drawings or as required by the Engineer.
- B. The Contractor shall prepare temporary traffic management plans and details that deviates significantly from the typical plans shown on the drawings and submit to the Engineer for review and approval prior to start of the work.
- C. Contractor shall relocate barricades, signs and other devices as necessary as the work progresses as required by the Owner's Traffic Control Officer or the Engineer.
- D. Police details shall be utilized as required for a safe work site as determined by the local police department.
- E. If police details fail to show up for work at the construction zone at the usual time for start of work, or otherwise leave the jobsite before work is completed for the day, the provisions of the Alternative Plan will be followed by the Contractor.

3.02 ALTERNATIVE PLAN:

- A. In accordance with 701 CMR 7.06(6), whenever required police details do not arrive on time or fail to show up for work, the Alternative Plan will be implemented by the Contractor.
- B. The Alternative Plan for this project is as follows:
 - 1. Redeploy crew to work in areas not requiring temporary traffic control (if available).

END OF SECTION

- LEGEND
- REFLECTIVE DRUM WITH FLASHER
 - REFLECTIVE DRUM WITH LIGHT
 - TRAFFIC FLOW DURING CONSTRUCTION
 - NORMAL TRAFFIC FLOW
 - TRAFFIC OFFICER
 - PORTABLE BREAKAWAY BARRICADE TYPE III
 - TRAFFIC SIGNS
 - WORK AREA
- * AFTER WORKING HOURS THESE SIGNS SHALL BE COVERED OR TAKEN DOWN



GENERAL NOTES:

1. PLACEMENT OF ALL CONSTRUCTION SIGNS, DRUMS, BARRICADES, TRAFFIC DEVICES, AND THE SHAPE, SIZE, & COLOR OF ALL TEMPORARY TRAFFIC SIGNS SHALL CONFORM WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
2. ADVANCE WARNING SIGN PLACEMENT AND TAPER LENGTH TO BE ADJUSTED ACCORDING TO STREET CONDITIONS AND DRIVEWAY OPENINGS.
3. W20-8 AND W20-4 SHALL BE TAKEN DOWN OR COVERED AFTER EACH WORKING DAY OR WHEN OTHERWISE NOT APPLICABLE, OR WHEN POLICE OFFICERS ARE NOT PRESENT TO DIRECT TRAFFIC.
4. W20-1 (AHEAD) SIGNS TO BE PLACED ON APPROACHES AS REQUIRED BY THE ENGINEER.
5. NO SIGNS SHALL BE ATTACHED TO DRUMS OR CONES. ALL CONSTRUCTION SIGNS SHALL BE ATTACHED TO THEIR OWN INDEPENDENT SUPPORTS.
6. ADEQUATE ACCESS TO ABUTTERS SHALL BE MAINTAINED ALL TIMES.
7. NON-ESSENTIAL TRAFFIC CONTROL DEVICES SHALL BE COVERED OR REMOVED DURING NON-WORKING HOURS.
8. NO DIFFERENCE IN ROADWAY LANE ELEVATION WILL BE ALLOWED AT THE END OF THE WORK DAY.
9. PEDESTRIANS SHOULD BE PROVIDED WITH ACCESS AND SAFE PASSAGE THROUGH THE TEMPORARY TRAFFIC CONTROL ZONE AT ALL TIMES.
10. CONTRACTOR SHALL SUBMIT ANY REVISIONS OR VARIATIONS TO THE CONSTRUCTION ZONE SAFETY PLAN TO THE ENGINEER FOR APPROVAL.

IDENTIFI- CATION NUMBER	SIZE OF SIGN		TEXT	NOTES
	WIDTH	HEIGHT		
R2-6B	36"	48"	SPEDING FINES DOUBLED IN WORK ZONES	
G20-2a	48"	24"	END ROAD WORK	
W20-1	48"	48"	ROAD WORK AHEAD	
W20-8	48"	48"	POLICE OFFICER AHEAD	
W5-1	36"	36"	ROAD NARROWS	

NOTE:
FOR LATEST SPECIFICATIONS ON TEXT DIMENSIONS AND COLOR,
CONTRACTOR SHALL REFER TO THE MANUAL ON UNIFORM TRAFFIC
CONTROL DEVICES.

CZSP-1
TOWN OF ARLINGTON, MASSACHUSETTS
PUMP STATION REHABILITATION PROJECT
CONSTRUCTION ZONE SAFETY PLAN

DESIGNED BY: TSD
CHECKED BY: JRH
DATE: AUGUST 2014

Weston & Sampson

SECTION 01553

UNIFORMED OFFICERS FOR TEMPORARY TRAFFIC CONTROL

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This Section covers the provisions for furnishing Uniformed Officers for Traffic Control and Maintenance of Traffic as described in Section 01110 CONTROL OF WORK AND MATERIALS.

1.02 DESCRIPTION:

- A. The Contractor shall coordinate with the local jurisdiction's Traffic Control Officer to determine the number of Officers deemed necessary to provide for public safety and to maintain a smooth flow of traffic through the construction area(s) affected. The Owner shall pay for the Officer's directly, except in cases outlined in 2.01.C and 2.01.D below.

1.03 RELATED WORK:

- A. SECTION 01110, CONTROL OF WORK AND MATERIALS (MAINTENANCE OF TRAFFIC)
- B. SECTION 01550, SIGNAGE (TRAFFIC CONTROL)
- C. SECTION 01552, CONSTRUCTION ZONE SAFETY PLAN

PART 2 - PRODUCTS

2.01 UNIFORMED OFFICERS:

- A. Contractor shall provide the Traffic Control Officer with a minimum of 24 hours notice indicating the time of day, street location and confirm number of officers required for traffic control.
- B. Contractor shall give the Traffic Control Officer a minimum of 2 hours prior cancellation notice should Contractor determine that due to weather or conditions beyond his control he would not need the scheduled officers.
- C. Contractor shall pay for officer(s) at the prevailing rate established by the local police department should officers not be needed and the Contractor fails to cancel the officers as noted in 2.01.B above.

- D. Where the Owner is paying directly for Traffic Officers and the Contractor cancels scheduled officers, the Contractor shall be responsible for payment of the wages for cancellations if not cancelled in accordance with 2.01.B and 2.01.C above.

PART 3 - EXECUTION

3.01 OPERATION:

- A. Contractor shall provide barricades, barrier fences, traffic signs, and other traffic control devices as required by the Owners Traffic Control Officer, or as required by the Engineer, to protect the work area from traffic, pedestrians, and animals.
- B. Contractor shall relocate barricades, signs and other devices as necessary as the work progresses as required by the Owners Traffic Control Officer or the Engineer.

END OF SECTION

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SECTION 01562

DUST CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION:

This section of the specification covers the control of dust via calcium chloride and water, complete.

PART 2 - PRODUCTS

2.01 CALCIUM CHLORIDE:

- A. Calcium chloride shall conform to the requirements of AASHTO-M 144, Type I or Type II and Specification for Calcium Chloride, ASTM D98. The calcium chloride shall be packaged in moisture proof bags or in airtight drums with the manufacturer, name of product, net weight, and percentage of calcium chloride guaranteed by the manufacturer legibly marked on each container.
- B. Calcium chloride failing to meet the requirements of the aforementioned specifications or that which has become caked or sticky in shipment, may be rejected by the Engineer.

2.02 WATER:

- A. Water shall not be brackish and shall be free from oil, acid, and injurious alkali or vegetable matter.

PART 3 - EXECUTION

3.01 APPLICATION:

- A. Calcium chloride shall be applied when ordered by the Engineer and only in areas which will not be adversely affected by the application. See Section 01570, ENVIRONMENTAL PROTECTION.
- B. Calcium chloride shall be uniformly applied at the rate of 1-1/2 pounds per square yard or at any other rate as required by the Engineer. Application shall be by means of a mechanical spreader, or other approved methods. The number and frequency of applications shall be determined by the Engineer.
- C. Water may be sprinkler applied with equipment including a tank with gauge-equipped pressure pump and a nozzle-equipped spray bar.

- D. Water shall be dispersed through the nozzle under a minimum pressure of 20 pounds per square inch, gauge pressure.

END OF SECTION

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SECTION 01575

HANDLING EXISTING FLOWS

PART 1 - GENERAL

1.01 WORK INCLUDED:

This Section covers all materials, equipment, and labor required to handle existing sanitary and combined sewage flows and installation and maintenance of all temporary connections, plugs, and by-pass pumping. Upon completion of the project, all temporary plugs and connections shall be removed and flows returned to the existing sewer system or flows transferred to the new pipes. Plug, fill, and abandon existing pipes and manholes as shown on the drawings or as specified herein.

1.02 RELATED WORK:

Section 01330, SUBMITTALS

1.03 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

Six sets of complete, checked shop drawings, showing equipment, method of by-passing, and the method of transferring flows from the existing system to the new system.

PART 2 - PRODUCTS - NOT APPLICABLE

PART 3 - EXECUTION

3.01 MAINTAINING EXISTING FLOWS:

- A. The Contractor shall maintain all flows in the existing system until construction of the project is complete and ready for safe operation.
- B. The Contractor shall protect against surcharging of the existing system upstream of the work area by utilizing adequate number of pumper trucks to handle dry weather and wet weather flows.
- C. The Contractor shall repair any damage that occurs to existing pipes and structures to the satisfaction of the Engineer. Work performed under this section shall be considered incidental and shall not be measured separately for payment.
- D. The Contractor shall not allow sanitary flow to discharge to any salt or fresh water body by means of overflow, by-pass pumping, or any other method that may contaminate these water areas.

- E. The Contractor is responsible for sequencing his work at each station to limit the duration of flow handling.
- F. The Contractor shall be aware that Table 1 lists average daily flows at each station, and the potential for peak flows during construction is possible. Peak flows will increase the flows listed in Table 1 by a factor of three to six times the average daily flows. The Contractor's flow handling operations shall account for these peak flows.

TABLE 1. SANITARY FLOWS

Pump Station Location	Average Daily Flow (GPD)
Dow Avenue	525,500
Standish Road	21,300
Gould Road	22,900
Pond Lane	147,600
Reed Street	15,300
Old Mystic Street	18,100
Intervale road	25,500
Magnolia Field (Stormwater Pump Station)	(Rain Dependent, only flow when it rains)
Mystic Lake Drive	7,500

END OF SECTION

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SECTION 01735

CUTTING, CORING AND PATCHING

PART 1 - GENERAL

1.01 WORK INCLUDED:

This Section covers the cutting, coring, rough and finish patching of holes and openings in existing structures.

1.02 RELATED WORK:

A. SECTION 03302 FIELD CONCRETE

PART 2 - PRODUCTS

2.01 SEALING MATERIALS:

- A. Mechanical seals shall be modular, adjustable, bolted, mechanical type consisting of interlocking synthetic rubber links shaped to continuously fill the annular space between the pipe and sleeve. The seal shall be rated by the manufacturer for 40 feet of head or 20 psig. Mechanical seals shall be Link-Seal, manufactured by Thunderline Corp., Wayne, MI., or approved equal.
- B. Sealant shall be a two part foamed silicone elastomer as manufactured by Dow Corning Co., product No. 3-6548 silicone R.T.V.; 3M brand fire barrier products caulk C.P. 25 and 3M brand putty 303; Flame-Safe fire stop systems Fig. No. FS-500 by Thomas & Betts Corporation, or approved equal. Packing shall be a fire retardant pliable material, Fig. 310 by Sealtite Co.; White Oakum W.S.-600 by American Manufacturing Co., or approved equal. Sealant bead configuration, depth and width shall be in accordance with manufacturer's recommendations.

2.02 MISCELLANEOUS MATERIALS:

- A. Bonding compound shall be Sikadur Hi-Mod epoxy by Sika Corporation, or equivalent by Euclid Chemical Corporation, Master Builders Company, or approved equal.
- B. Non-shrink grout shall be Masterflow 713 by Master Builders Company; Euco N-S by Euclid Chemical Co.; Five Star Grout by U.S. Grout Corp. or approved equal.
- C. Materials for finish patching shall be equal to those of adjacent construction.

PART 3 - EXECUTION

3.01 GENERAL:

- A. The Contractor shall leave all chases or openings for the installation of his own or any other contractor's or subcontractor's work, or shall cut the same in existing work, and shall see that all sleeves or forms are at the work and properly set in ample time to prevent delays. He shall see that all such chases, openings, and sleeves are located accurately and are of proper size and shape and shall consult with the Engineer and the contractors and subcontractors concerned in reference to this work.
- B. In case of his failure to leave or cut all such openings or have all such sleeves provided and set in proper time, Contractor shall cut them or set them afterwards at his own expense, but in so doing he shall confine the cutting to the smallest extent possible consistent with the work to be done. In no case shall piers or structural members be cut without the written consent of the Engineer.
- C. The Contractor shall not cut or alter the work of any subcontractor or any other contractor, nor permit any of his subcontractors to cut or alter the work of any other contractor or subcontractor, except with the written consent of the contractor or subcontractor whose work is to be cut or altered or with the written consent of the Engineer. All cutting and patching or repairing made necessary by the negligence, carelessness, or incompetence of the Contractor or any of his subcontractors shall be done by or at the expense of the Contractor and shall be the responsibility of the Contractor.
- D. All cutting and coring shall be performed in such a manner as to limit the extent of patching.
- E. All holes cut through concrete and masonry walls, slabs or arches shall be core drilled unless otherwise approved. No structural members shall be cut without the approval of the Engineer and all such cutting shall be done in a manner required by him. No holes may be drilled in beams or other structural members without obtaining prior approval. All work shall be performed by mechanics skilled in this type of work.

3.02 CORING:

- A. Coring shall be performed with an approved non-impact rotary tool with diamond core drills. Size of holes shall be suitable for pipe, conduit, sleeves, equipment or mechanical seals to be installed.
- B. If holes are cored through floor slabs they shall be drilled from below.
- C. All equipment shall conform to OSHA standards and specifications pertaining to plugs, noise and fume pollution, wiring and maintenance.

- D. Provide protection for existing equipment, utilities and critical areas against water or other damage caused by drilling operation.
- E. Slurry or tailings resulting from coring operations shall be vacuumed or otherwise removed from the area following drilling.

3.03 CUTTING:

- A. Cutting shall be performed with a concrete saw and diamond saw blades of proper size and application.
- B. Provide for control of slurry generated by sawing operation on both sides of wall or slab.
- C. When cutting a reinforced concrete wall, the cutting shall be done so as not to damage bond between the concrete and reinforcing steel left in the structure. Cut shall be made so that steel neither protrudes nor is recessed from the face of the cut.
- D. Adequate bracing of area to be cut shall be installed prior to start of cutting. Check area during sawing operations for partial cracking and provide additional bracing as required to prevent a partial release of cut area during sawing operations.
- E. Provide equipment of adequate size to remove cut panel.
- F. For cutting a trench in a floor slab, a full-depth cut shall be made using a concrete saw for the desired width of the trench. A partial-depth cut shall be made to expose the reinforcing bars. The width of the partial cut shall be to the required lap length of the reinforcing bars. Care shall be taken not to cut exposed reinforcing bars but if any are cut, dowel holes shall be drilled and dowels epoxied in. Reinforcing of the same size, as the existing shall be tied to the existing exposed reinforcing and/or dowels with the proper lap length.

3.04 PATCHING:

Rough patching shall be such as to bring the cut or cored area flush with existing construction unless otherwise shown. Finish patching shall match existing surfaces as approved.

END OF SECTION

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SECTION 01740

CLEANING UP

PART 1 - GENERAL

1.01 DESCRIPTION:

The Contractor must employ at all times during the progress of his work adequate cleanup measures and safety precautions to prevent injuries to persons or damage to property. The Contractor shall immediately, upon request by the Engineer provide adequate material, equipment and labor to cleanup and make safe any and all areas deemed necessary by the Engineer.

1.02 RELATED WORK:

- A. Section 00700 GENERAL CONDITIONS
- B. Section 01110 CONTROL OF WORK AND MATERIALS
- C. Section 01140 SPECIAL PROVISIONS

PART 2 - PRODUCTS

Not applicable

PART 3 - EXECUTION

2.01 DAILY CLEANUP:

- A. The Contractor shall clean up, at least daily, all refuse, rubbish, scrap and surplus material, debris and unneeded construction equipment resulting from the construction operations and sweep the area. The site of the work and the adjacent areas affected thereby shall at all times present a neat, orderly and workmanlike appearance.
- B. Upon written notification by the Engineer, the Contractor shall within 24 hours clean up those areas, which in the Engineer's opinion are in violation of this section and the above referenced sections of the specifications.
- C. If in the opinion of the Engineer, the referenced areas are not satisfactorily cleaned up, all other work on the project shall stop until the cleanup is satisfactory.

2.02 MATERIAL OR DEBRIS IN DRAINAGE FACILITIES:

- A. Where material or debris has washed or flowed into or has been placed in existing watercourses, ditches, gutters, drains, pipes, structures, such material or debris shall be entirely removed and satisfactorily disposed of during progress of the work, and the ditches, channels, drains, pipes, structures, and work shall, upon completion of the work, be left in a clean and neat condition.

2.03 REMOVAL OF TEMPORARY BUILDINGS, STRUCTURES AND EQUIPMENT:

- A. On or before completion of the work, the Contractor shall, unless otherwise specifically directed or permitted in writing, tear down and remove all temporary buildings and structures built by him; shall remove all temporary works, tools and machinery or other construction equipment furnished by him; shall remove all rubbish from any grounds which he has occupied; shall remove silt fences and hay bales used for trapping sediment; and shall leave the roads and all parts of the property and adjacent property affected by his operations in a neat and satisfactory condition.

2.04 RESTORATION OF DAMAGED PROPERTY:

- A. The Contractor shall restore or replace, when and as directed, any property damaged by his work, equipment or employees, to a condition at least equal to that existing immediately prior to the beginning of operations. To this end the Contractor shall do as required all necessary highway or driveway, walk and landscaping work. Materials, equipment, and methods for such restoration shall be as approved by the Engineer.

2.05 FINAL CLEANUP:

- A. Before acceptance by the Owner, the Contractor shall perform a final cleanup to bring the construction site and all pump station structures (interior and exterior) to their original or specified condition. This cleanup shall include removing all trash and debris off of the premises. Before acceptance, the Engineer shall approve the condition of the site.

END OF SECTION

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SECTION 01750

EQUIPMENT CHECKOUT AND TESTING

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. The physical checkout and testing requirements in this Section are in addition to those requirements defined in the technical specifications.

1.02 RELATED WORK:

- A. Section 01752, STARTUP AND TESTING
- B. Division 11 through Division 16.

1.03 DEFINITIONS:

- A. Shop Testing is defined as testing that is performed by the manufacturer either at the place of manufacture, or the place of assembly, for the purpose of proving that the equipment meets the requirements of the technical specification(s).
- B. Physical Checkout is defined as the process whereby the Contractor physically inspects products after they have been installed in the work, and certifies that the products have been properly and completely installed, and are ready for field testing.
- C. Field Testing is defined as testing that is performed on products by the Contractor with the assistance of the manufacturer's representative, after the performance of physical checkout, for the purpose of proving that the tested products meet the specifications. While field testing can be described as "shop testing in the field", it may be required whether or not shop testing was performed on the product.
- D. System Testing is defined as testing performed on a "system" normally comprised of two or more pieces of equipment, after physical checkout and field testing have been completed, for the purpose of proving that the system meets specifications. System testing is described in Section 01752, STARTUP AND TESTING.
- E. Manufacturer's representative, sometimes referred to as the Factory-Trained Service Technician, is defined as a person provided by the manufacturer, who is qualified by training and experience to provide technical and process related advice, and/or assistance, relating to the installation or utilization of the products provided by the manufacturer. Minimum training and experience shall include not less than three years participation in similar work, including no less than three similar projects during this three year period.

1.04 SHOP TESTING:

- A. When required by the specifications, shop testing shall be performed prior to delivery of the equipment or material. If shop testing is not required by the technical specifications, provide shop testing as detailed in Paragraph 1.06. Provide a minimum of fifteen days written notice, indicating the time and place of testing. Submit the following to the Engineer for approval not less than fifteen days prior to this notice.
 - 1. Description of the test - Outline how the tests will conform to the requirements of the specifications.
 - 2. Testing devices that will be used in the tests - description must state how the devices will perform or what they will measure, and the device accuracy. Submit sample measurement results and catalog cuts.
 - 3. Schedule for testing - schedule shall include frequency of measurements, personnel present, and contingency plans for equipment and/or test failure.
 - 4. Test forms - submit samples of all forms used to record and report on shop test data. Forms shall include description of test, test date, equipment used, equipment tested, personnel present, equipment tag ID numbers, and measurements made. Forms shall have a place for signature by the chief testing person, and an officer of the manufacturer certifying that the tests results shown are true, accurate, have met the required criteria, and that the equipment will operate as indicated.
- B. Submit the following to the Engineer within one week after completion of the tests.
 - 1. Completed test forms for each device tested.
 - 2. Completed certification.
 - 3. A written summary of testing, reporting results.
 - 4. A schedule for retesting, if necessary. Perform any retesting required to fulfill the specification test requirements at no additional cost to the Owner.

1.05 PHYSICAL CHECKOUT:

- A. Physical checkout shall include the following, where applicable:
 - 1. Verify exterior areas for backfill, grading, surfacing, drainage, landscaping, roadways, fencing, and gates.
 - 2. Verify buildings for structure, masonry, architectural, mechanical systems, electrical/lighting, communications, and HVAC.

3. Verify concrete structures for structural integrity, finish tolerance, durability, appearance, embedded and inserted items, painting and surface applications.
4. Verify steel structures for member alignment, connection bolts torque, connection welds integrity, painting, fire proofing and surface applications.
5. Verify mechanical systems and items for setting, alignment and securing, check and adjust packing and seals, lubrication, drying out, drive connection and alignment including rotation and belt/chain tension, painting or surface applications, and tagging for project system.
6. Verify piping systems for material, size, components, direction, alignment of joints and bolts/welding, packing and seals, screens and filters and strainers, leak and pressure hydro tests, painting and color coding, hangers and anchors and expansion provision and supports, clean out of foreign matter and tagging for project system.
7. Verify electrical and control/instrumentation systems for conduit and tray installation, wire/cable material and size, circuit continuity and identification, voltage testing, ground continuity and testing, terminal installation and identification, jar switches and circuit breakers and transformers tested, substation operation tested, and tagging for project system.
8. Verify communication system including telephone, fire/smoke alarm, security, paging, closed circuit TV similar to electrical above.
9. Verify computer systems by station, function, network interface.
10. Each piece of equipment and system must be certified by the manufacturer's representative as described in subsection 1.07.

1.06 MINIMUM SHOP AND FIELD TESTING REQUIREMENTS:

If the technical specifications do not define shop and field testing requirements, the following requirements shall be acceptable.

- A. Measurement of wearing ring clearances for all pumps requiring assembly, so equipped:
 1. Take a minimum of two readings, 90 degrees apart.
 2. All measured clearances shall be within supplier's specifications for new Installations. Replace and recheck rings found to be out-of-round or out-of-specified tolerance.
- B. Measurement of impeller bore for all pumps requiring assembly:
 1. Take a minimum of two readings, 90 degrees apart.

2. All measured clearances shall be within supplier's specifications for new installations. Replace and recheck impellers found to be out of round or out of specified tolerance.

C. Measurement of shaft run out for all rotating equipment requiring assembly:

1. Remove bearings from the shaft. Support shaft on pedestal rollers or in a lathe.
2. Check each shoulder on the shaft.
3. Take a minimum of two readings for each shoulder, 90 degrees apart.
4. All measured clearances shall be within supplier's specifications for new installations. Replace and recheck shafts found to be out of round or out of specified tolerance.

D. Vibration Measurements

1. Provide vibrational signature testing and documentation for each piece of direct drive or close coupled rotating equipment with a motor HP of 50 or above and a rated operating speed in excess of 999 RPM.
2. Unless specified otherwise, the current edition of the Hydraulic Institute Standard, "Acceptable Field Vibration Limits" shall be the standard for vibrational testing.
3. Take all specified vibrational readings in three directions; vertical, horizontal, and axial.
4. Provide vibrational measurements in the following engineering units:
 - a. Displacement in thousandths of an inch (mils), peak to peak.
 - b. Velocity in inches per second (ips), peak to peak.
 - c. Acceleration in feet per second, zero to peak.
 - d. Spike energy in g-SE.
5. The vibrational reading shall be less than the allowable maximum for the device rotating frequency and within the operating band specified by the supplier.
6. Amplitude Allowable Maximums:

<u>RPM</u>	<u>Amplitude Inches Peak to Peak</u>
3,000 and above	0.001

1,500 - 2,999	0.002
1,000 - 1,499	0.0025
999 and below	0.003

7. Utilize a Bently Nevada Dual Path Monitor, or equal for all vibrational measurements.

E. Belt Drives

All belts shall be in accordance with supplier's recommendations.

F. Gear Drives and Reducers

1. Check gears for lash at no less than three points around the gear.
2. Rotate a full 360 degrees while checking alignment.

G. Coupling/Shaft Alignment

1. Perform all final alignments and checks with a dial indicator or a laser device. Feeler gauges and straight edges are not acceptable.
2. Eliminate soft foot conditions prior to aligning.
3. When checking for final soft foot any displacement readings in excess of 0.002-in. must be corrected.
4. When checking for pipe strain, any displacement in excess of 0.002-in. requires piping realignment.
5. Alignments will not be regarded as final until the grout is set and all piping has been attached. Demonstrate that alignment is not changed by attachment of piping.
6. Shim the driving element; never the driven element.
7. Take bracket sag corrections into account when using a dial indicator. Bracket sag shall be determined on rigid pipe.
8. Mount a dial indicator to the driven element so that it can be rotated. Rotate both elements while aligning.
9. When aligning three coupled elements, align gear reduction elements with the driven element first, then align the driver to the gear reduction elements.
10. Check all four alignments: i.e. angular alignment in the vertical and horizontal planes, and parallel alignment in vertical and horizontal planes.

11. The minimum acceptable alignment accuracy for flexible couplings is +/- 0.005-in., or the supplier's specifications, whichever is more stringent.
12. The dial indicator must be perpendicular to the alignment surface.
13. Number hold down nuts prior to tightening. Loosen in reverse order. Tighten in ascending order.
14. Use only clean, deburred shims. Clean the machine base and remove rust or burrs prior to alignment.

H. Measurement of Noise (dB)

1. Eliminate noise sources generated by adjacent construction activity prior to testing.
2. Establish a background noise level prior to testing.
3. Perform noise level testing on each installation device as required by the technical specifications.
4. The maximum acceptable noise level exposure is 85 dBA over eight hours continuous for office, shop, and other areas where the Owner's personnel will be performing their assigned duties.

I. Hydrostatic Testing

1. AWWA C600 standards are the minimum acceptable standards for all hydrostatic testing.
2. Visually inspect all welds prior to testing, for cracks, undercut on surfaces greater than 1/32-in deep, lack of fusion on surface, reinforcement greater than Table 127.2.2 located in ANSI B31.1, Power Piping, and incomplete penetration (when accessible). Repair or rework as required by the Engineer.
3. At no time during hydrostatic testing shall any part of the piping system be subjected to a stress greater than 90% of its yield strength at test temperature.
4. After at least 10 minutes of full hydrostatic test procedures, make an examination for leakage of all joints, connections, and all regions of high stress, such as around openings and thickness transition sections.
5. Unless otherwise specified, the minimum required hydrostatic test pressure shall be 1.5 times the design pressure as specified and as indicated.

6. Unless otherwise specified, the minimum pressure holding time shall be 10 minutes plus the time required to inspect for leakage.
7. Maximum pressure shall not exceed the maximum rated pressure for any component in the system being tested.

J. Electrical Equipment

1. The testing standards for electrical components are those contained in Division 16 and in the pertinent technical specification(s).

1.07 SERVICES OF THE MANUFACTURER'S REPRESENTATIVE:

- A. Services of manufacturer's representatives shall be provided for equipment and systems specified in Divisions 11 through 16.
- B. Contractor shall coordinate services of the various representatives to avoid overlap, thereby ensuring all work may be observed by the Engineer, and the Owner's operating personnel may receive all required training.
- C. Contractor shall notify the Engineer in writing not less than ten working days prior to the visit of each manufacturer's representative.
- D. Manufacturer's representative shall provide services specified in Divisions 11 through 16. As a minimum, the services shall include the following:
 1. When each piece of equipment or system has been installed, including connection of permanent power and control, the equipment or system shall be started up and fully inspected, aligned and adjusted, including provision of lubrication and all pre-operative maintenance.
 2. Each piece of equipment or system shall be complete in all respects. Omission of any required items shall be corrected. Lack of discussion in the specifications of components which are necessary to equipment operation will not be accepted as the basis for an extra charge.
 3. At the time of the inspection the representative shall provide a minimum of two additional hours to train the Owner's operations personnel in the operation and maintenance of the equipment or system.
 4. Upon completion of this work the manufacturer's representative shall forward a copy of the report of his inspection to the Engineer via the Contractor. The report shall be on a form suitable to the Engineer and shall detail the work completed, deficiencies noted and/or corrected, any special instructions, and the names of Owner's personnel who received training. It shall also certify that the installation of the equipment or system is complete, ready for permanent operation, and free from any defects that would void the warranty.

5. Satisfactory certification of all individual equipment and systems must be received by the Engineer prior to the authorization to proceed with the overall start-up operation.
6. The manufacturer's representative shall return at a later date to supervise field tests, assist in start-up and perform any additional training required. Reports of these visits, specifically detailing the results of all field tests, shall be forwarded to the Engineer within 7 days of completion of the services.

1.08 CORRECTIONS TO THE WORK:

Correct any items of work failing to meet the specifications at no additional cost to the Owner. Correct the nonconforming items by re-work, modification, or replacement, at the option of the Engineer. Provide all required labor, materials, and retesting as specified herein, to verify that the equipment or system conforms to the specifications.

1.09 SAFETY:

Conduct all test procedures in compliance with all applicable safety standards and regulations.

END OF SECTION

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SECTION 01752

STARTUP AND TESTING

PART 1 - GENERAL

1.01 WORK INCLUDED:

This Section includes the startup and testing services required for proposed equipment at each of the pump station(s) during system startup.

1.02 SYSTEM DESCRIPTION:

- A. The Contractor shall perform pump station startup to the satisfaction of the Engineer and Owner. Startup and testing shall not be initiated until all required certifications and other required documentation has been submitted, as described herein.
- B. The purpose of the startup test is to provide a final operational checkout of all equipment prior to beneficial use by the Owner.
- C. As most components of each pump station are interrelated, Substantial Completion of the project shall not be certified until successful completion of startup.

1.03 RELATED WORK:

- A. Section 01750, EQUIPMENT CHECKOUT AND TESTING
- B. Divisions 11 through 16

1.04 SEQUENCING:

Testing, operator training and other like services to be provided under the technical sections of the specifications are not to be performed during startup without written authorization from the Engineer.

1.05 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF THE GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

- A. Three copies of the following shall be forwarded to the Engineer for review two (2) weeks prior to commencement of startup:
 - 1. Certification by a representative of the manufacturer that each piece of equipment has been installed properly and is ready for operation.

2. Certification by a representative of the equipment manufacturer that all equipment requiring calibration has been properly calibrated.
 3. A schedule of the testing, including staffing, and specific testing and operation of individual equipment items.
- B. At the conclusion of the test, all information recorded during the test shall be forwarded to the Engineer.
 - C. This test is not to be utilized as a general debugging of the system. All equipment shall be started, tested and calibrated prior to this test. This includes automatic and manual operation as well as instrumentation interfacing.

PART 2 - PRODUCTS - NOT APPLICABLE

PART 3 - EXECUTION

3.01 PREPARATION:

- A. Prior to commencement of testing, the Engineer shall be given three (3) days' written notice.
- B. The Contractor shall complete final debugging prior to startup.
- C. All telemetry equipment shall be operational prior to testing.
- D. The test shall be performed.
- E. Part of the test shall be accomplished on standby power.

3.02 TEST PROCEDURES:

- A. It is the general responsibility of the Contractor to insure that all equipment is completely operational throughout the test; provide the Engineer with proper technical assistance as required to completely test all equipment and alarms; provide adequately trained personnel who can operate the pump station on an on/off basis so that the equipment is not damaged, whether the Engineer or Owner is present or not during that portion of the test.
- B. It is the general responsibility of the Engineer and Owner during the test period to supervise the testing of all equipment, associated alarms and devices; to vary the operation of the equipment as necessary, and to pump as required.

3.03 STOPPING OF TEST:

- A. The Engineer shall stop the testing for any of the following reasons:

1. Failure of critical system, including:

- a. Pumps
- b. Telemetry Equipment
- c. Instrumentation

2. Failure of any of the above systems to operate on standby power.

B. If the test is stopped for any reason, the test shall be restarted from the beginning. The Contractor shall pay all costs associated with the Owner and Engineer supervising additional testing as required.

3.04 EXPENDABLES:

Unless otherwise indicated, the General Contractor shall be responsible for providing all fuel during construction and providing a full tank of fuel oil at no additional cost to the Owner, at beneficial occupancy.

END OF SECTION

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SECTION 01760

OPERATION AND MAINTENANCE MANUALS

PART 1 - GENERAL

1.01 SCOPE OF WORK:

- A. This section includes procedural requirements for compiling and submitting operation and maintenance data required to complete the project.

1.02 RELATED WORK:

- A. General Requirements in their entirety (Section 00700 through Section 01770)
- B. Individual Technical Specification Sections Specific for Operation and Maintenance Data.
- C. Section 01329, SUBMITTALS FOR OPERATION AND MAINTENANCE MANUALS
- D. Section 01330, SUBMITTALS

1.03 FORMAT:

- A. Prepare data in form of an instructional manual.
- B. Binders: Commercial quality, 8 1/2 x 11 inch three-ring binders with hardback, washable, plastic covers; two inch maximum ring size. When multiple binders are used, correlate data into related, consistent groupings. Provide a table of contents in each binder.
- C. Cover: Identify each binder cover and spine with typed or printed title OPERATION AND MAINTENANCE INSTRUCTION; list title of Project facility; identify subject matter of contents.
- D. Arrange contents by systems under section numbers and sequence of Table of Contents.
- E. Provide tabbed flyleaf for each separate product and system, with typed description of product and major component parts of equipment.
- F. Text: Manufacturer's printed data, or typewritten data - on 20-pound paper.
- G. Drawings: Provide with reinforced punched, binder tab. Bind in with text; fold larger drawings to size of text pages.
- H. Submit certification that the data and drawings provided pertain exactly to the model, size, and series product and equipment installed in the work.

- I. All documents will be electronically scannable.
- J. All products, systems, and drawings must be cross-referenced with tag ID numbers.
- K. The manual for each piece of equipment shall be a separate document with the following specific requirement:

- 1. Contents:

- Table of Contents and Index

- Brief description of each system and components

- Starting and stopping procedures

- Special operating instructions

- Routine maintenance procedures

- Manufacturer's printed operating and maintenance instructions, parts list, illustrations, and diagrams

- One copy of each wiring diagram

- One copy of each approved shop drawing and each Contractor's coordination and layout drawing

- List of spare parts, manufacturer's price, and recommended quantity

- Name, address and telephone number of local service representatives.

- 2. Material

- Loose leaf on 60 pound, punched paper

- Holes reinforced with plastic cloth or metal

- Page size, 8 ½ x 11 inches

- Diagrams, illustrations and attached foldouts as required, of original quality, reproduced by dry copy method

- Covers: oil, moisture and wear resistant 9 x 12 size

1.04 QUALITY ASSURANCE:

- A. Prepare instructions and data by personnel experienced in maintenance and operations of described products.

1.05 CONTENTS, EACH VOLUME (BINDER):

- A. Table of Contents: Provide title of Contract, schedule of products and systems, indexed to content of the volume. A listing of all relevant tag ID numbers for each volume shall be placed immediately after the Table of Contents.
- B. For each product or systems: List names, addresses, and telephone numbers of subcontractors and suppliers, including local source of suppliers and replacement parts.
- C. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.
- E. Text: As required to supplement product data, provide logical sequence of instructions for each procedure incorporating manufacturer's instructions.
- F. Warranties, Guarantees, and Bonds: Bind copy of each
- G. See O&M Manual Review Checklist at end of this specification section.

1.06 MANUAL FOR MATERIALS AND FINISHES:

- A. Building Products, Applied Materials, and Finishes: Include product data with catalog number, size composition, and color and texture designations. Provide information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional Requirements: As specified in individual product specification sections.

1.07 MANUAL FOR EQUIPMENT AND SYSTEMS:

- A. Each Item of Equipment and Each System: Include description of unit or system and component parts. Identify function, normal operating characteristics and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replaceable parts.
- B. Data submitted on all equipment shall include complete maintenance instructions (including preventive and corrective maintenance) and parts lists in sufficient detail to facilitate ordering replacements.
- C. All products, systems, equipment, electrical wiring, instrumentation wiring, personnel protection systems wiring, presented in this manual will have tag numbers corresponding to contract drawings and specifications. In the event, numbers do not exist; the Engineer will specify a series of numbers.
- D. Panelboard Circuit Directories: Provide electrical service characteristics, controls and communications.
- E. Include color-coded wiring diagrams as installed.
- F. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequence. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter and any special operating instructions.
- G. Provide servicing and lubrication schedule, and list of lubricants required. Cross-reference lubricants to products offered by at least three major lubricant suppliers.
- H. Include manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by controls manufacturer.
- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Provide control diagrams by controls manufacturer as installed.
- L. Provide Contractor's coordination drawings, with color-coded piping diagrams as installed.
- M. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

- N. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- O. Include test and balancing reports, calibration data, alignment records, and other information.
- P. Additional Requirements: as specified in individual product specification sections.
- Q. Provide a listing in table of Contents for design data with tabbed flysheet and space for insertion of data.
- R. Incorporation of all Physical Checkout information obtained through the field-testing and correction phases of the Work. Input must be specific to the actions and information obtained during those phases.

1.08 SUBMITTALS:

- A. Submit draft and final copies of operation and maintenance manuals as described in Section 01329 SUBMITTAL OF OPERATION AND MAINTENANCE MANUALS.

**OPERATION AND MAINTENANCE MANUAL
REVIEW CHECKLIST**

- | | |
|--|--------------------------|
| 1. Name, address, telephone/fax number of the manufacturer | <input type="checkbox"/> |
| 2. Name, address, contact name, telephone/fax of local representative | <input type="checkbox"/> |
| 3. Name, address, telephone/fax number of the contractor | <input type="checkbox"/> |
| 4. Exploded view/general arrangement of materials of construction | <input type="checkbox"/> |
| 5. Description of operation/operating principal | <input type="checkbox"/> |
| 6. Project specific Operating parameters | <input type="checkbox"/> |
| 7. Wiring Diagrams (If Applicable) | <input type="checkbox"/> |
| 8. Troubleshooting checklist | <input type="checkbox"/> |
| 9. Recommended spare parts list with prices, and ordering instructions | <input type="checkbox"/> |
| 10. Model number and the serial number of the model provided | <input type="checkbox"/> |
| 11. Performance curves or tabulated data | <input type="checkbox"/> |
| 12. Routine Maintenance instructions/service instructions with recommended Intervals | <input type="checkbox"/> |
| 13. Assembly and disassembly instructions | <input type="checkbox"/> |
| 14. Recommended lubricates and lubrication schedule. | <input type="checkbox"/> |
| 15. Approved copies of Shop Drawings are to be included in the manual | <input type="checkbox"/> |
| 16. Startup/break-in and adjustment instructions | <input type="checkbox"/> |
| 17. Warranty information | <input type="checkbox"/> |

Reviewed By: _____
Weston & Sampson Engineers

Date: _____

END OF SECTION

SECTION 01770

PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This Section covers administrative and procedural requirements for closing out the project, including, but not limited to:
 - 1. Project as-built documents
 - 2. Checkout and Certification
 - 3. Startup and Testing
 - 4. Final Cleaning
 - 5. Substantial Completion
 - 6. Closeout Procedures
 - 7. Final Completion
 - 8. Correction/Warranty Period
- B. Closeout checklist to be completed by the Engineer.

1.02 RELATED WORK:

- A. General Requirements in their entirety.
- B. Section 01740, CLEANING UP
- C. Section 01750, EQUIPMENT CHECKOUT AND TESTING
- D. Section 01752, STARTUP AND TESTING
- E. Division 2 through Division 16.

1.03 AS-BUILT DOCUMENTS:

- A. Contractor shall maintain on site, separate from the documents used for construction, one set of the documents listed below, and as construction progresses, shall legibly record on these documents all changes made during construction.

1. Contract Drawings.
2. Specifications.
3. Addenda.
4. Change Orders and other Modifications to the Contract.
5. Reviewed shop drawings, product data, and samples.
6. Written interpretations and clarifications.
7. Field Orders.
8. Field test reports properly verified.

- B. The completed set of as-built documents shall be submitted to the Engineer with the final Application for Payment.

1.04 CHECKOUT AND CERTIFICATIONS:

- A. Prior to checkout and certifications the following tasks shall be completed:

1. Construction shall be complete. For this purpose, completion of construction is defined as follows:
 - a. The Contractor has completed construction and erection of the work in conformance with the Contract Drawings and Specifications.
 - b. The Contractor has installed and adjusted operating equipment, systems, or facilities, as applicable, as defined by the manufacturers' erection, installation, operation and maintenance instructions.
2. All shop drawings shall have final approval.
3. All shop tests shall be complete and approved test results submitted to the Engineer.

- B. Refer to Section 01750 for requirements regarding equipment checkout and certification.

1.05 START-UP AND TESTING:

- A. Prior to start-up the following tasks shall be complete:

1. All checkout and certifications shall be satisfactorily completed,

2. All operations and maintenance manuals shall be approved,
3. All preliminary training by the manufacturer's representative shall be completed,
4. An approved start-up procedure shall be in place.

B. Refer to Section 01752 for start-up and testing requirements.

1.06 FINAL CLEANING:

A. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.

1. Clean the site, including landscape development areas of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to smooth, even textured surfaces.
2. Remove waste and surplus materials, rubbish, fencing equipment, temporary utilities and construction facilities from the site, unless otherwise required by the Engineer.
3. Comply with requirements of Section 01740 CLEANING UP.

1.07 SUBSTANTIAL COMPLETION:

A. Substantial Completion is officially defined in the General and Supplementary Conditions. The date of substantial completion will be certified by the Engineer. This date will not be certified until the following requirements have been satisfied by the Contractor:

1. All Contract requirements are coordinated into a fully operational system. All individual units of equipment and treatment are fully operative and performing at specified efficiencies. Where efficiencies are not specified, performance shall meet acceptable standards for the particular unit.
2. All field tests have been satisfactorily completed and reports forwarded to the Engineer.
3. All final training has been completed by the manufacturers' representatives.
4. All spare parts and lubricants have been satisfactorily delivered to the Owner. Spare parts are for the exclusive use of the Owner when the facility has been turned over. Contractor is responsible for all maintenance and repair materials required until the facility is accepted by the Owner.

1.08 CLOSEOUT PROCEDURES:

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and is complete in accordance with Contract Documents and ready for Engineer's and Owner's inspection.
- B. Accompany Engineer and Owner on inspection to verify conformance with the Contract Documents. Prepare a punch list of work items that have been determined by inspection to not conform to Contract Documents. Punch list items shall include work items that are missing, incomplete, damaged, incorrect items, or improperly installed or constructed. The Contractor shall correct the punch list deficiencies by re-work, modifications, or replacement, as appropriate, until the items conform to the Contract Documents. The initial punch list shall be produced by the Contractor, with copies to the Engineer and Owner. When the Contractor has reduced the number of deficient items to a reasonable level, the Engineer will develop a definitive punch list for the use of the Contractor.
- C. Provide submittals to Engineer that are required by governing or other authorities.
- D. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due. The Contractor shall submit the following documents with or prior to Final Application for Payment: Set of as-built documents, Contract Completion and Acceptance Certificate, Consent of Surety to Final Payment, Release and Waiver of Liens and Claims, Affidavit of Payment of Debts and Claims, and remaining releases, waivers, warranties/guarantees, and all other data required by the Contract Documents.

1.09 FINAL COMPLETION:

- A. Prior to final completion, the following tasks shall be completed:
 - 1. All items in the punch list shall be completed.
 - 2. All Contract closeout documentation shall be submitted to and accepted by the Engineer.

1.10 CORRECTION/WARRANTY PERIOD:

- A. During the correction period, the Contractor shall correct all deficiencies in equipment and materials.
- B. During the warranty period, the Contractor shall perform all corrective work on warranty deficiencies.
- C. Corrective work will be identified by the Engineer or Owner, as appropriate. The Contractor will be notified of the item(s) requiring corrective work.

- D. The Contractor shall begin work on all corrective work within ten days of being notified of the deficiency by the Engineer and shall then work continuously until the deficiency is corrected. Upon completion of the corrective work, the Contractor shall submit a letter report to the Engineer describing the deficiency and the corrective action that was taken.
- E. The Contractor shall coordinate all corrective work with the Engineer and/or the Owner.

1.11 COMPLETION CHECKLIST:

- A. The Project Completion Checklist, which follows, shall be modified as required for the specific project and shall be completed as the project nears completion. When the project has been fully completed, Final Payment can be approved.

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PROJECT COMPLETION CHECKLIST

Owner _____ Job No. _____

Project _____

As part of the project closeout, all items listed below must be checked off as being complete or otherwise accounted for. The person verifying completion of the item shall list the completion date and his/her initials.

Project Closeout Checklist		
	Date Completion Verified	Verified by
AS-BUILT DOCUMENTS HANDED OVER		
1. Contract Drawings		
2. Specifications		
3. Addenda		
4. Change Orders/Contract Modifications		
5. Reviewed Shop Drawings, Product Data and Samples		
6. Written Interpretations/Clarifications		
7. Field Orders		
8. Field Test Reports		
EQUIPMENT CHECKOUT AND CERTIFICATIONS		
1. Construction Complete per Drawings/Specifications		
2. Equipment Installed and Adjusted		
3. All Shop Drawings have Final Approval		
4. All Shop Tests Complete and Results Submitted		

Project Closeout Checklist		
	Date Completion Verified	Verified By
START-UP AND TESTING		
1. All Checkout and Certifications Complete		
2. All O&M Manuals Approved		
3. All Preliminary Training by Manufacturers Rep. Completed		
FINAL CLEANING		
1. All Construction Facilities Removed		
2. All Construction Debris Removed		
3. All Areas Swept/Cleared		
SUBSTANTIAL COMPLETION		
1. All Items Coordinated Into a Fully Operational System		
2. All Equipment Units Operational at Specified Efficiencies		
3. All Field Tests Completed and Reports Submitted		
4. All Final Training by Manufacturer's Rep. Completed		
5. All Spare Parts and Lubricants Provided		
CLOSEOUT PROCEDURES		
1. Written Certification Submitted that Work is Ready for Owner & Engineer Inspector		
2. Inspection by Owner, Engineer, Contractor completed		
3. Punch List of Nonconforming Items Prepared		
4. Documents Required by Governing or Other Authorities Submitted (List Them)		
5. Final Application for Payment Received		
6. Contact Completion and Acceptance Certificate Submittal		
7. Consent of Surety to Final Payment Submittal		
8. Release and Waiver of Liens and Claims Submitted		
9. Affidavit of Payment of Debts and Claims Submitted		

Project Closeout Checklist		
	Date Completion Verified	Verified By
10. Warranties/Guarantees Submitted		
11. Other Required Releases and Waivers Submitted (List Them)		
12. Permits Submitted (List Them)		
13. Weekly Payrolls Submitted as Required by Law		
FINAL COMPLETION		
1. All Items in Punch List Completed		
2. All Other Required Documentation Submitted (List It)		
CORRECTION/WARRANTY PERIOD		
1. Correction Period Start Date: _____ End Date: _____		
2. Specific Warranties Provided		
<div> <div>Item</div> <div>Warranty Duration</div> </div>		

Full name of persons signing their initials on this checklist:

END OF SECTION

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SECTION 02220

SELECTIVE STRUCTURE DEMOLITION

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. Demolish designated interior structures where noted.
- B. Remove designated building equipment, piping, conduit and fixtures where noted.

1.02 REGULATORY REQUIREMENTS:

- A. Conform to applicable codes and requirements for demolition of structure, safety of adjacent structure, dust control, service utilities, and discovered hazards.
- B. Dispose or recycle all demolition debris in accordance with all applicable regulations.

1.03 RELATED WORK:

- A. Section 01014, SCOPE AND SEQUENCING OF WORK

1.04 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

- A. Submit six (6) copies of a demolition plan to the Engineer for review at least two weeks prior to the start of work, describing the proposed sequence, methods, and equipment required for the demolition and disposal. Also, indicate measures to be taken to protect new work, and structures and facilities to remain.
- B. Do not proceed with the demolition until the Engineer has given written acceptance of the demolition plan. Also, no demolition work shall proceed until the new facility is complete, fully operational, and beneficial occupancy has been obtained by the Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 PREPARATION:

- A. Provide, erect, and maintain temporary barriers and security devices.
- B. Notify Owner of procedures which may affect property, of potential noise, utility outage, or disruption. Coordinate with Owner.
- C. Erect and maintain weatherproof airtight closures for exterior openings.

- D. Erect and maintain temporary partitions to prevent spread of dust, odors and noise to permit continued Owner occupancy.
- E. Protect existing items which are not indicated to be removed.
- F. Arrange with, pay for all required fees, and perform work required by utility companies and municipal departments for discontinuance or interruptions of utility services due to demolition work.

3.02 DEMOLITION REQUIREMENTS:

- A. Conduct demolition in accordance with approved plan, so as to minimize interference with adjacent building areas.
- B. Under no circumstances shall explosives be used.
- C. Conduct operations with minimum interference to public or private accesses.
- D. Maintain protected access and egress at all times. Do not close or obstruct roadways without permits.
- E. Cease operations immediately if adjacent structure appears to be in danger. Notify Engineer.

3.03 SELECTIVE DEMOLITION:

- A. Demolish and remove components in an orderly and careful manner, in sequence as indicated on Drawings.
- B. Protect existing supporting structural members and equipment.

3.04 CLEAN UP:

- A. Remove demolished materials from site as work progresses.
- B. Leave areas of work in clean condition.

END OF SECTION

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SECTION 02223

SITE DEMOLITION

PART 1 - GENERAL

1.01 SCOPE OF WORK:

- A. Work under this Section shall consist of the careful removal, storage for reuse, transportation off-site, or demolition, of all structures and site features encountered or noted to be removed, and the removal and disposal of all materials not called for to be reused or salvaged, in accordance with the contract drawings, these specifications, and Engineer's requirements. Provide all labor, equipment, materials and transportation necessary to complete the work.
- B. Items on the plan referenced to be removed and stored shall be carefully removed and stored on site in a manner and location designated by the Engineer for reinstallation later as shown on the plans or as indicated by the Engineer.
- C. Items on the plan referenced, or as indicated by the Engineer to be removed and disposed of shall be removed from the site and properly and legally disposed of by the Contractor.
- D. Items indicated on the contract drawings or in the specifications to be removed and salvaged, or other items required to be salvaged by the Engineer, shall be transported to the Owner's DPW Yard and unloaded and stacked as required by the Engineer.
- E. Items indicated on the contract drawings or in the specification to be removed and reset shall be carefully removed and reset in the same location as existing according to the specification and details.
- F. The following scope describes the general work/demolition requirements of this Section.
 - 1. Cement concrete and bituminous concrete pavements.
 - 2. Cast iron hatches.
 - 3. Other features as indicated on the drawings.

1.02 PROTECTION:

- A. The Contractor shall assume complete responsibility and liability for the safety and structural integrity of all work and utilities to remain during demolition.

- B. Provide safeguards including, but not limited to, warning signs, barricades, temporary fences, warning lights and other items required for protection of personnel and the general public during performance of all work.
- C. All features related to protection shall be maintained until that work has been completed to the point when such safeguards are no longer required.

1.03 SPECIAL REQUIREMENTS:

- A. The Contractor shall salvage items label to be demolished and transport these to the Owner's DPW Yard unless these are called for to be reused or required by the Engineer to be disposed of.
- B. Install erosion controls to protect adjacent areas from eroded materials likely to enter wetlands, resource areas, or drainage ways/systems, downstream of areas disturbed by work activities.
- C. Where items to be demolished are located within or adjacent to pavements to remain, the Contractor shall make provisions to protect that pavement to remain. Cut concrete pavement back to score line and cut bituminous concrete pavement back far enough so as not to allow disturbance to base course materials. Pavements damaged as a result of Contractor activities shall be replaced to the extent determined by the Engineer at no additional cost to the Owner.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.01 SALVAGEABLE MATERIAL:

- A. Frames, grates and other salvageable material shall be carefully removed to minimize damage and stored for later reuse, transport, or removal from site.

END OF SECTION

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SECTION 03302

FIELD CONCRETE

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This Section covers concrete and all related items necessary to place and finish the concrete work.

1.02 REFERENCES:

- A. The following standards form a part of this specification:

American Concrete Institute (ACI)

- | | |
|-----------|---|
| ACI 304 | Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete. |
| ACI 305 | Recommended Practice for Hot Weather Concreting |
| ACI 306 | Recommended Practice for Cold Weather Concreting |
| ACI SP-66 | ACI Detailing Manual |
| ACI 318 | Building Code Requirements for Reinforced Concrete |

American Society for Testing and Materials (ASTM)

- | | |
|-----------|---|
| ASTM A615 | Deformed and Plain Billet-Steel Bars for Concrete Reinforcement |
| ASTM C33 | Concrete Aggregates |
| ASTM C94 | Ready-Mixed Concrete |
| ASTM C143 | Test for Slump of Portland Cement Concrete |
| ASTM C150 | Portland Cement |
| ASTM C260 | Air Entraining Admixtures for Concrete |
| ASTM C494 | Chemical Admixtures for Concrete |

- 1.03 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

Six copies of the statement of materials constituting the design of mixes for each size aggregate as required by ASTM C94 shall be submitted to the Engineer within one week following award of the Contract.

PART 2 - PRODUCTS

2.01 CONCRETE:

- A. All concrete, reinforced or non-reinforced shall have a 28 day compressive strength of 3000 psi unless otherwise noted on the design drawings. A minimum of 5.5 sacks of cement per cubic yard and a maximum water cement ratio of 6.9 gallons per sack shall be used.
- B. Concrete shall conform to ASTM C94. The Contractor shall be responsible for the design of the concrete mixtures. Slump shall be a maximum of 4-inches and a minimum of 2-inches, determined in accordance with ASTM C143.
- C. Admixtures shall be as specified in subsection 2.05. No additional admixtures shall be used unless approved by the Engineer.
- D. No additional water, except for the amount indicated by the design mix shall be added to the concrete without the prior permission of the Engineer.

2.02 CEMENT:

The cement shall be an approved brand of American manufactured Portland Cement, Type II conforming to the applicable requirements of ASTM C150.

2.03 AGGREGATES

- A. Except as otherwise noted, aggregate shall conform to the requirements of ASTM C33.
- B. Maximum size aggregate shall be 3/4-inch.

2.04 ADMIXTURES:

- A. All concrete (unless otherwise directed) shall contain an air entraining agent. Air entrained concrete shall have air content by volume of 4 to 8 percent for 3/4-inch aggregate.
- B. Air entraining agent shall be in accordance with ASTM C260 and shall be Darex AEA, as manufactured by W.R. Grace & Company; Placewel (air entraining Type), as manufactured by Johns Manville; Sika AER as manufactured by Sika Chemical Company; or an approved equal product.

- C. Water reducing agent shall be WRDA, as manufactured by W.R. Grace & Company; Placewel (non-air entraining Type), as manufactured by Johns Manville; Sika Plastiment as manufactured by Sika Chemical Company; or an approved equal product.
- D. Water reducing agent-retarder shall be "Daratard," as manufactured by W.R. Grace & Company; Sika Plastiment as manufactured by Sika Chemical Company; or an approved equal product.

2.05 WATER:

- A. Water for concrete shall be potable, free of deleterious amounts of oil, acid, alkali, organic matter and other deleterious substances.

PART 3 - EXECUTION

3.01 PREPARATION:

- A. Before placing concrete, forms and the space to be occupied by the concrete shall be thoroughly cleaned, and reinforcing steel and embedded metal shall be free from dirt, oil, mill scale, loose rust, paint or the material which would tend to reduce the bond.
- B. Earth, concrete, masonry, or other water permeable material against which concrete is to be placed shall be thoroughly saturated with water immediately before concrete is placed.
- C. No concrete shall be placed until the consolidation of the ground and the arrangement and details of forms and reinforcing have been inspected and approved by the Engineer.

3.02 FILL CONCRETE:

- A. Fill concrete shall be placed in those locations as indicated on the design drawings. Fill concrete shall consist of materials as previously specified, with a minimum 28-day compressive strength of 3000 psi.
- B. Before fill concrete is placed, the following procedures shall be used to prepare surfaces; all dirt, scum and laitance shall be removed by chipping and washing. The clean, roughened base surface shall be saturated with water, but shall have no free water on the surface. A coat of 1:2 cement-sand grout, approximately 1/8-inch thick, shall be well scrubbed into the thoroughly dampened concrete base. The concrete fill shall be placed immediately, before grout has dried or set.
- C. Fill concrete shall be brought to lines and grades as shown on the design drawings.

3.03 CONCRETE PLACING DURING COLD WEATHER:

- A. Concrete shall not be placed on frozen ground, and no frozen material or material containing ice shall be used. Materials for concrete shall be heated when temperature is below 40°F, or is expected to fall to below 40°F, within 73 hours, and the concrete after placing shall be protected by covering, heat, or both.
- B. All details of Contractor's handling and protecting of concrete during freezing weather shall be subject to the approval of the Engineer. All procedures shall be in accordance with provisions of ACI 306.

3.04 CONCRETE PLACING DURING HOT WEATHER:

- A. Concrete just placed shall be protected from the direct rays of the sun and the forms and reinforcement just prior to placing, shall be sprinkled with cold water. The Contractor shall make every effort to minimize delays, which will result in excessive mixing of the concrete after arrival on the job.
- B. During periods of excessively hot weather (90°F or above), ingredients in the concrete shall be cooled insofar as possible and cold mixing water shall be used to maintain the temperature of the concrete at permissible levels all in accordance with the provisions of ACI 305. Any concrete with a temperature above 90°F, when ready for placement, will not be acceptable, and will be rejected.

3.05 FIELD QUALITY CONTROL:

- A. Concrete inspection and testing shall be performed by the Engineer or by an inspection laboratory, designated by the Engineer, engaged and paid for by the Owner. Testing equipment shall be supplied by the laboratory, and the preparation of samples and all testing shall be performed by the laboratory personnel. Full assistance and cooperation, concrete for samples, and such auxiliary personnel and equipment as needed shall be provided by the Contractor.
- B. At least 4 standard compression test cylinders shall be made and tested and 1 slump test from each day's placement of concrete. A minimum of four compression test cylinders shall be made and tested for each 100 cubic yards of each type and design strength of concrete placed. One cylinder shall be tested at 7 days, and two at 28 days. The fourth cylinder from each set shall be kept until the 28 day test report on the second and third cylinders in the same set has been received. If the average compressive strength of the two 28 day cylinders do not achieve the required level, the Engineer may elect to test the fourth cylinder immediately or test it after 56 days. If job experience indicates additional cylinder tests or other tests are required for proper control or determination of concrete quality, such tests shall be made.

- C. The Engineer shall have the right to reject concrete represented by low strength tests. Rejected concrete shall be promptly removed and replaced with concrete conforming to the specification. The decision of the Engineer as to whether substandard concrete is to be accepted or rejected shall be final.

END OF SECTION

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SECTION 05500

MISCELLANEOUS METALS

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This section of the specification covers all miscellaneous metal items required for the work, except as specified elsewhere.
- B. All miscellaneous metalwork shall be fabricated as detailed or approved and shall be installed complete with all necessary anchors, anchor bolts, eye bolts, guides, bolts and other accessories.
- C. In general, site and shop fabricated items are included under this section, and factory fabricated items excluded. This section includes but is not limited to: hatches, frames and covers, and all other site or shop fabricated metal items.

1.02 QUALITY ASSURANCE:

- A. The drawings show the character and extent of the work required, but do not attempt to show all methods, materials, and details of construction, fastening, etc. Supplementary parts customarily necessary to complete an item, though such parts are not definitely shown or specified, shall be included as part of the item.
- B. Details of construction of the various items shall be submitted on the shop drawings. High quality construction with a neat, finished, and workmanlike appearance will be required.
- C. The size and spacing of screws, connectors, anchors, and similar items, and the size and dimensions of metal items stated herein shall apply in general; specific sizes and spacing of fasteners and dimensions of metal items listed on the drawings shall take precedence.
- D. Items supplied hereunder which are required to be built into the concrete, masonry, etc., shall be delivered to the site at locations as required by the Owner or Engineer, and as required by the overall construction schedule.
- E. Manufacturers of other products comparable in quality and type to those specified will be acceptable if satisfactory data on past performance and other required information is furnished by the Contractor, and if approved by the Engineer.
- F. Color galvanized system shall be guaranteed by manufacturer for 20 years.
- G. Contractor shall submit an affidavit to Engineer that materials used are protected from or will not be subject to galvanic action.

1.03 REFERENCES:

- A. The following standards from a part of these specifications, and indicate the minimum standards required:

American Institute of Steel Construction (AISC)

AISC Specification for Structural Steel Buildings

American Society for Testing and Materials (ASTM)

ASTM A36 Structural Steel

ASTM A53 Pipe, Steel, Black and Hot-Dipped Zinc-Coated Welded and Seamless

ASTM A123 Zinc (Hot-Dip-Galvanized) Coatings on Iron and Steel Products

ASTM A153 Zinc Coating (Hot-Dip) on Iron and Steel Hardware

ASTM A239 Test for Uniformity of Coating by the Preece Test (Copper Sulfate Dip) on Zinc-Coated (Galvanized) Iron or Steel Articles

ASTM A307 Carbon Steel Externally and Internally Threaded Standard Fasteners

ASTM A366 Steel, Carbon, Cold-Rolled Sheet, Commercial Quality

ASTM A525 Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, General Requirements

ASTM A569 Steel Carbon (0.15 Maximum Percent) Hot-Rolled Sheet and Strip, Commercial Quality

ASTM B221 Aluminum-Alloy Extruded Bars, Rods, Shapes and Tubes

ASTM B308 Aluminum-Alloy Standard Structural Shapes, Rolled or Extruded

ASTM C478 Precast Reinforced Concrete Manhole Sections

American Welding Society (AWS)

AWS D1.1 Structural Welding Code Steel

1.04 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

- A. Shop drawings for all metalwork included in this section shall be submitted to the Engineer for review.
- B. The shop drawings shall be complete and checked, showing sizes, layout, method of assembly, fastenings, anchorage or connection with other work, finish, and coatings, etc. Shop drawings for aluminum work shall indicate alloys, temper and finish to be used.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. STEEL:

- 1. Materials, fabrication, and erection of miscellaneous steel sections shall conform to the applicable requirements of the AISC Specification.
- 2. Steel shapes, plates and bars shall conform to ASTM A36.
- 3. Sheet steel shall be cold-rolled or hot-rolled carbon sheet steel conforming to ASTM A366 or ASTM A569 as appropriate.
- 4. Steel pipe shall conform to ASTM A53.
- 5. Stainless steel shall be Type 304 unless otherwise indicated or specified.

B. ALUMINUM:

- 1. Aluminum shall be fabricated of plates, rolled or extruded shapes, sheets or castings conforming to the specific aluminum alloy and temper designation of the Aluminum Association as specified for the item.
- 2. Aluminum work shall be fabricated in a shop where the quality of work is of the highest standard for work of this type. All work shall be executed by mechanics skilled in the fabrication of aluminum, and shall be true to detail with sharp clean profiles, fitted with proper joints and intersections, and with finishes as specified.
- 3. The Contractor shall furnish the Engineer with mill certificates and a signed statement from the fabricator that all aluminum work furnished is of the proper alloys as specified.

C. FASTENERS:

1. Metalwork shall be complete, with all bolts, anchors, plates, washers, clamps, screws, studs and other such devices for proper securing and anchoring. Where positions of anchorages can be predetermined, they shall be shop-installed on the item; otherwise the material or equipment to be fastened shall be expansion bolted, toggle bolted, screwed, or otherwise fastened as shown on the drawings or called for herein.
2. Bolts and nuts for general anchorage and for miscellaneous ferrous metal assemblies and fasteners shall be galvanized, unfinished bolts conforming to ASTM A307 unless otherwise noted on the drawings.
3. Expansion bolts for use in concrete and masonry shall be of one manufacturer and shall be approved. Bolts shall be Kwik Bolt concrete anchors manufactured by Hilti Corp.; Trubolt+ manufactured by Red Head Concrete Anchoring Specialists; Wej-it manufactured by Wej-it Fastening Systems; or an approved equal product.
4. The centerline of expansion shields shall not be closer than 3-inches to the edge of any concrete or masonry in which they are placed.
5. Material for fasteners shall match or be galvanically compatible with the materials fastened. Washers, nuts and other accessories shall match the bolts.
6. Where the specific type, material, size and spacing of fasteners has not been called for on the drawings or in specifications, the fasteners proposed by the Contractor shall be reviewed by the Engineer. If, in the opinion of the Engineer, they are not in accordance with good safety practices, the contractor shall revise and resubmit appropriate fasteners.

D. ALUMINUM HATCHES:

1. The exterior wetwell access hatches shall be fabricated from aluminum materials and shall be sized as shown on the drawings. Access hatches shall be designed watertight and where noted on the plans shall be designed to withstand H-20 loading.
2. Fall through prevention system consisting of a hinged aluminum safety grate provided for all access hatches. Hinged grating shall be secured and seat to access hatches as per manufacturer's specifications. Grating shall be factory painted in accordance with Section 09900 with an OSHA safety orange or safety yellow finish.
2. Aluminum hatches shall be 1/4-inch extruded aluminum with built-in neoprene cushion and connectors bolted or welded to the exterior.

3. Door leaf shall be 1/4-inch aluminum checkered plate reinforced with aluminum stiffeners as required.
4. Hinges shall be heavy stainless steel pintle hinges, compression spring operators enclosed in telescopic tubes, with positive snap latch with turn handles.
5. The doors shall open to 90 degrees and lock automatically in that position.
6. A vinyl grip handle shall be provided to release and close the cover with one hand. A removable key wrench shall be provided.
7. Doors shall be equipped with a snap lock and removable wrench lift handle.
8. Hardware shall be stainless steel and factory finish shall be an aluminum mill finish with bituminous coating applied to the exterior of the aluminum frames or stainless steel for corrosive or explosive atmosphere areas (i.e. wetwells).
9. Hatches shall be fabricated in accordance with the details shown on the drawings. Hatch covers and frames shall be manufactured by Bilco Co., New Haven, Connecticut; Inryco/Milnor, Lima, Ohio; U.S.F. Fabrication, Hialeah, Florida; or an approved equal.
10. Hatches shall be equipped with a channel and drain type frame to prevent penetration of raw water into the system.
11. The manufacturers shall guarantee against defects in material or workmanship for a period of five years from date of Owner's acceptance.

PART 3 - EXECUTION

3.01 WELDING OF STEEL:

Welding of steel shall be done in accordance with the AWS Code. Welds shall be continuous along entire line of contact, except where plug or tack welding is noted. Exposed welds shall be ground smooth.

3.02 WELDING OF ALUMINUM:

Welding of aluminum shall be done in accordance with the AWS "Welding Aluminum" as reprinted from the Welding Handbook. Aluminum shall be fusion welded by the inert gas-shielded-arc method. Where appearance is not a factor and anodizing is not required, alloy 4043 rods may be used. For appearance match, rods shall be of an alloy similar to the alloy being welded.

3.03 FABRICATION AND ERECTION:

- A. Metalwork shall be complete, with all necessary bolts, nuts, washers, anchors, plates, fastenings, and other fittings. To the extent possible, holes for attachment of blocking, clip angles, etc. shall be shop punched. Where shop punching is impracticable, holes shall be field drilled. Burned holes will not be permitted.
- B. Material shall be straight, accurately fabricated with joints neatly framed, square, and well-riveted, bolted, or welded.
- C. Metalwork to receive hardware shall have all cutouts and attachments accurately made using the hardware itself or templates where necessary.
- D. Metalwork shall be accurately set and secured in position, with lines plumb and level and surfaces flush and square, or as otherwise required to conform to the structure as shown on the drawings.
- E. Wherever possible, all metalwork shall be built into the masonry work and shall have sufficient anchors, well- fastened. Anchors shall be welded to steelwork and shall be staggered where attached to structural shapes. Metal- work impracticable to set before masonry is built shall be anchored to it with approved expansion bolts set in solid masonry units or in concrete.
- F. Miscellaneous metalwork shall be plainly marked to indicate its location in the structure.

3.05 ALUMINUM WORK PROTECTION:

- A. Aluminum surfaces, which after erection are to be in contact with wood or treated wood, shall be given a heavy brush coat of aluminum-pigmented bituminous paint or two (2) coats of aluminum metal and masonry paint.
- B. Aluminum surfaces, which after erection are to be in contact with masonry or concrete, shall be given a heavy brush coat of alkali-resistant bituminous paint.
- C. Aluminum surfaces which after erection are to be in contact with dissimilar metals, other than zinc or stainless steel, shall receive a heavy brush coat of zinc chromate primer, followed by two (2) coats of aluminum metal and masonry paint, or shall receive a heavy brush coat of alkali-resistant bituminous paint.
- D. Aluminum surfaces which are to be exposed to the weather, including anodized surfaces, shall receive two sprayed-on shop coats of water-white methacrylate lacquer, capable of withstanding the action of lime mortar for at least one week in an atmosphere of 100 percent humidity at room temperature. Surfaces shall be perfectly clean and dry before lacquering.
- E. Prior to the application of any of the above coatings, any and all areas where the paint has been damaged by abrasion or other cause shall be cleaned and repainted as required

so that the aluminum will have a complete protective paint film when brought into contact with the material against which it is being protected.

- F. Before application of any coating, the surface shall be cleaned of all dirt, heavy deposits of grease or oil, and other foreign substances such as paint, lacquer, tape, moisture, or other material, which might interfere with the adhesion of the coating to be applied. Aluminum shall be left in a clean condition. Cleaning methods shall employ steam, mild soaps, mild detergents, or solvents such as kerosene, or naphtha. Lacquered surfaces may be cleaned with a mineral solvent or turpentine. Thorough rinsing with clean water and drying with clean, soft cloths shall follow any of the above cleaning methods. No other cleaning method may be used without the specific permission of the Engineer.
- G. After suitable cleaning, all aluminum work shall be given an approved shop coating of methacrylate lacquer to protect the surface from stain. The protective coating of lacquer on all aluminum work worn off due to handling or erection shall be replaced by a new coating of lacquer of the same type.
- H. During construction, precautions shall be taken to prevent damage to the aluminum work from splashing or the accumulation of paint, concrete, mortar, or other similar materials, or from staining adjacent surfaces during cleaning operations. Any staining or damage that does occur shall be immediately and completely removed.
- I. Each piece of aluminum in transit and in storage shall be individually wrapped with a non-scratching material, with the joints securely sealed. Wrapping shall completely cover and protect each item. Storage shall be out of the weather, protected from moisture, and with adequate ventilation around each piece of aluminum.

3.06 PAINTING:

- A. Ferrous metals of this section, except for galvanized or stainless steel shall be shop primed in accordance with the following:
 - 1. Submerged service components shall be sandblasted clean in accordance with SSPC-SP-10, Near White, immediately prior to priming.
 - 2. Non-submerged service components shall be sandblasted clean in accordance with SSPC-SP-6, Commercial Grade, immediately prior to priming.
 - 3. Shop primer, except as otherwise noted, shall be one spray applied coat with dry film thickness of 3.5 to 4.5 mils of Tnemec 66 Boston Gray Primer by Tnemec Co.; or Aquapun by PPG, Inc; or approved equal.
 - 4. Portions of ferrous metals to be embedded in concrete or masonry shall be given a heavy brush coat of alkali resistant bituminous paint.

5. Scratches or abrasions in the shop coat and areas at field welds, bolts, nuts and other unpainted areas shall be touched up after erection with the paint specified for the shop coat. Cold galvanized paint shall be used for touch up of galvanized surfaces. Paint shall be one of the following; Sealube Co., ZRC; Galvicon Corp., Galvicon; Stanley Chemical Div., Zinc Shield; Duncan Galvanizing Corp., ZIRP; or an approved equal.
6. Shop and field prime paint systems shall be compatible with finish coat.

END OF SECTION

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SECTION 07920

JOINT SEALANTS

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This section covers the sealing of joints designated on the drawings or specified herein, including but not limited to, concrete to concrete, masonry to concrete, structural steel to concrete, structural steel to masonry, and any other metal surfaces butting to another metal, concrete or masonry.
- B. The above-mentioned joints shall be sealed even if not called out on the drawings.

1.02 RELATED WORK:

- A. Section 05500, MISCELLANEOUS METALS

1.03 REFERENCES:

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

American Society for Testing and Materials (ASTM)

ASTM C920 Specification for Elastomeric Joint Sealant

ASTM C 1193 Standard Guide for Use of Joint Sealants

ASTM D1667 Specification for Flexible Cellular Materials – Vinyl Chloride
Polymers and Copolymers (Closed-cell Foam)

United States of America Standards Institute (USA)

USA 116.1 Standard Specification for Polysulfide-Base Sealing Compounds for
the Building Trade

- B. When reference is made to one of the above standards, the revisions in effect at the time of bid opening shall apply.

1.04 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

- A. Six sets of manufacturer's literature of the materials of this section shall be submitted to the Engineer for review.

1.05 DELIVERY, STORAGE, AND HANDLING:

- A. Materials shall be delivered to the site in the original, unopened, factory-sealed containers, bearing the manufacturer's label fully identifying the material and the producing company.
- B. Handle materials with care. Do not dump from trucks or delivery vehicles nor handle in any manner likely to cause damage.

1.06 QUALITY ASSURANCE:

- A. Materials shall not be applied in wet weather or to wet or damp surfaces. No work shall be performed when temperature is below 40 degrees Fahrenheit. Surfaces shall not be caulked until thirty days after completion of concrete, masonry work, or patching, whichever is later. At least three good drying days shall immediately precede application. Application shall in each case be in accordance with the instructions of the manufacturer of the material, except as modified herein.
- B. Surrounding areas which are not to be coated shall be completely protected from spray, spattering, or dripping, using drop cloths or other protective measures, as required. Spillage or dripping which occurs shall be immediately and completely removed, leaving no stain. Solvents or cleaning methods shall be those recommended by the manufacturer of the material being used.
- C. Furnish the service of a competent field representative of the approved manufacturer of the sealant. The field representative shall be present at the work site prior to any mixing of components to instruct on application and inspection of procedures and to inspect the finish or the prepared surfaces prior to application of the sealant. The representative shall make at least one additional visit to the site as the work progresses and shall report on each visit to the Contractor and the Engineer, advising as to whether the application is being performed in accordance with this specification and the printed instructions of the manufacturers.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS:

- A. Sealants and primers for use with sealants shall be as manufactured by J.B. Fred Kuhls, Brooklyn, New York; Minwax Co., Inc., New York, New York; Dewey and Almy Chemical Division of W.R. Grace & Co., Cambridge, Massachusetts; Sonneborn Building Products, New York, New York; or an approved equal product.

2.02 MATERIALS:

A. Sealants

1. Sealants shall be non-staining materials conforming to the requirements of United States of America Standards Institute "Standard Specification for Polysulfide-Base Sealing Compounds for the Building Trade", USA 116.1. Compound shall be Class A (self-leveling), or Class B (non-sag), as applicable in each case for the joint to be caulked. Color of sealant shall match as closely as possible the color of the surrounding materials, and when used adjacent to masonry work the compound shall match the color of the mortar in the masonry joints. Precise color shall in all cases be subject to the approval of the Engineer.

B. Joint Cleaner

1. Non-corrosive and non-staining type, recommended by sealant manufacturer and compatible with joint forming materials.

C. Primer

1. Primer shall be non-staining type as recommended by the manufacturer of the sealant.

D. Back-Up Material

1. Back-up material for sealer shall be a non-staining type oakum, treated to prevent rot, or shall be a non-staining, compressible, closed-cell joint filler of polyvinyl chloride, neoprene vinyl, or a similar inert and permanent back-up material approved in advance by the Engineer. Back-up materials containing oil or grease and materials which are not compatible with the primers and caulking compound shall not be used. Tremco Joint Backing and Dow Corning "Ethafom" are approved back-up materials.

E. Bond Breaker

1. Bond breaker tape shall be an adhesive-backed glazed butyl or polyethylene tape which will satisfactorily adhere to the premolded joint filler or concrete surface as required. The tape shall be the same width as the joint.
2. Bond breaker for concrete other than where tape is specifically called for shall be either bond breaker tape or a nonstaining type bond prevention coating such as Williams Tilt-up Compound by Williams Distributors, Inc. Silcoseal 77 by Nox-Crete Incorporated or equal.

PART 3 - EXECUTION

3.01 EXAMINATION:

- A. Verify that substrate surfaces and joint openings are ready to receive work.

- B. Verify that joint backing and release tapes are compatible with sealant.

3.02 PREPARATION:

- A. Where recommended by the manufacturer of the sealant, primer shall be used before sealant is applied. Copper to be in contact with sealant shall be primed with five-pound cut shellac or as recommended by the sealant manufacturer, before sealant material is applied. Aluminum, stainless steel, and other materials shall have any protective film removed using a cloth dampened with Toluol, Xylol, or other suitable solvent.

3.03 APPLICATION:

- A. Sealant shall be mixed and applied in accordance with the manufacturer's printed directions. No materials shall be added to the compound.
- B. Joints and spaces to be caulked shall be clean, dust-free, and dry. Mortar droppings, construction debris, and other foreign matter shall be removed from the joint before it is caulked. Raking out excess mortar in masonry and similar joints which are to be caulked shall be performed by the trade responsible for installing the mortar.
- C. The joint or space to be sealed shall be packed tight with oakum or other approved filler materials, leaving a space approximately square in cross-section, and in no case deeper than half of its width, to receive the caulking compound. Filler materials shall be sufficiently wider than the joint in which they are used to provide adequate resistance when sealant material is being gunned into the joint.
- D. Sealant shall be applied with a gun, using a nozzle of proper size to fit the joint width, and shall be forced into the joints with sufficient pressure to expel all air and fill the joint solid. Superficial pointing of joints with a skin bead will not be accepted. Sealant shall be uniformly smooth and free from wrinkles, and shall have a slightly concave joint profile when dry. Intersections of beads shall form neat miters. Sealant at edges of the joint shall be flush with the edges of the adjacent surfaces. Excess sealant material shall be removed. Improperly filled or finished joints shall be raked out and resealed.
- E. Sealant depth shall not exceed one-half of joint width.
- F. Particular care shall be taken not to soil adjacent surfaces. Spillage or excess material shall be removed immediately, leaving no stain. Masking tape shall be used as required to protect surrounding surfaces and prevent staining. Masking tape shall be removed immediately after tooling of the sealant. Adjacent surfaces soiled by operations under this section shall be cleaned to equal their condition before the start of the caulking work.

- G. Spaces left between walls and elements of roof shall be filled with back-up material inserts and then caulked on both sides.

END OF SECTION

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SECTION 09900

PAINTING

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. There may be potential for lead paint at the pump station sites. **Prior** to performing any of the work described in this section, the Contractor shall hire a certified lead paint abatement firm to conduct a lead paint survey, which includes collecting representative samples of existing paint on the process piping, fittings, valves, etc., where sandblasting work is to be performed, as noted on the plans. These samples shall be properly packaged on-site and submitted to a Massachusetts and EPA accredited analytical laboratory for analysis by Atomic Absorption Spectrometry for determination of lead content. Any and all results of the testing shall be forwarded to the Engineer and Owner. The Contractor **shall not** perform any work as described in this section or Section 09900 until written authorization has been given by the Engineer.
- B. This Section covers field painting and coating of surfaces, complete. Shop painting of metal items is specified under the applicable item.
- C. A schedule listing the various types of surfaces to be painted and the types of paints to be applied is included herein.
- D. Unless otherwise indicated, the following items shall not be painted:
 - 1. Labels on equipment, such as Underwriters' Laboratories and Factory Mutual, equipment identification, performance rating, and name or nomenclature plates.
 - 2. Moving parts of operating units, exposed bolt threads, mechanical and electrical parts, such as valve and damper operators, linkages, sensing devices, motor and fan shafts.
 - 3. Electrical conduit unless mounted on painted or finished surfaces or exposed in a finished room.
 - 4. Structural steel not exposed to view, and other parts of buildings also not exposed to view.
 - 5. Stainless steel.
 - 6. Concrete.
 - 7. Fiberglass and polyethylene storage tanks.

- 8. Uninsulated PVC piping (to be banded only)
 - * 9. Factory prefinished architectural components.
 - * 10. Electrical panels and cabinets factory finish painted.
-
- * Except for touch-up painting when required

1.02 SYSTEM DESCRIPTION:

- A. The term "paint" as used herein includes emulsions, enamels, paints, stains, varnishes, sealers, and other coatings, organic or inorganic, whether used as prime, intermediate, or finish coats.
- B. The Contractor shall do a complete painting job throughout the work in accordance with generally approved modern practices for work of high quality. Unless otherwise specified, all materials and surfaces customarily painted shall be given not less than one shop coat and two field coats or one prime coat and two finish coats, regardless of whether or not the surface to be painted is specifically mentioned.
- C. Paints containing lead shall not be used.
- D. To ensure a satisfactory painting job it is essential that the paints applied in the shop and in the field be mutually compatible. The Contractor shall determine what shop paints have been used and shall verify that field applied paints are compatible therewith.
- E. The colors of finish coatings shall be selected by the Engineer from color chips submitted by the Contractor for review. The color selection shall be in the form of a schedule indicating the colors to be used on the various surfaces. The colors used in the final work shall be in accordance with the color schedule and shall match the selected color chips.
- F. All coating systems used for potable water applications shall be previously approved by the National Sanitation Foundation (N.S.F.) in accordance with Standard 61. Evidence of such approval shall be an approval letter from N.S.F. listing the submitted materials.
- G. Paints submitted shall meet all Federal and State E.P.A. regulations pertaining to volatile organic compounds (VOC) compliance.

1.03 REFERENCES:

- A. The following standards form a part of these specifications, and indicate the minimum standards required:

American Society for Testing and Materials (ASTM)

ASTM F1869 Moisture Vapor Emission Rate Using Anhydrous Calcium Chloride

1.04 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL CONDITIONS, SUBMIT THE FOLLOWING:

- A. Six (6) sets of manufacturer's literature of proposed paints shall be submitted to the Engineer for review.
- B. Six (6) sets of the painting schedule shall be submitted to the Engineer for review.
- C. Three (3) sets of color chips shall be submitted to the Engineer for selection of colors.

1.05 DELIVERY AND STORAGE:

- A. Paint shall be delivered to the site in the manufacturer's sealed containers. Each container shall bear the manufacturer's label, listing the brand name, type and color of paint, and instructions for thinning. Thinning shall be done only in accordance with directions of the manufacturer. Job mixing or job tinting may be done when approved by the Engineer and for preparing sample colors.
- B. Painting materials shall be stored and mixed in a single location designated by the Engineer for this purpose. The Contractor shall not use any plumbing fixture or pipe for mixing or for disposal of any refuse. He shall carry all necessary water to his mixing room, and shall dispose of all waste outside of the building in a suitable receptacle. The Contractor will be held responsible for any damage done due to failure to observe these precautions.
- C. The paint storage area shall be kept clean at all times, and any damage thereto or to its surroundings shall be repaired. Any oily rags, waste, etc., shall be removed from the building every night, and every precaution shall be taken to avoid danger of fire.
- D. Heat must be provided in the storage area if paints are to be stored during winter months. The temperature shall be maintained above 40 degrees F. at all times.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. PAINT SCHEDULE:

Except as otherwise indicated, all paint used shall be of the type listed in the schedule below, by Tnemec Company, Inc., or equivalent paints by Sherwin-Williams Company, International Paints, or other approved paint fully equal to paint manufactured by the

above named companies. No brand other than those named will be considered for approval unless the brand and type of paint proposed for each item in the following painting schedule are submitted in writing to the Engineer, along with sufficient data supported by certified tests.

PAINT SCHEDULE

<u>Key</u>		<u>Tnemec</u>	<u>Note 1</u>
AGE	Acryli Gloss Enamel	1029 Enduratone	3.5
APE	Acrylic Polyurethane	73 Endura-Shield Enamel	3.0
ABF	Cementitious Block Filler	130 Envirofill	80-100 s.f./gal
BO	Bleaching Oil	Note 5	
CEE	Catalyzed Epoxy	L69F Epoxoline II	4.0
CEM	Catalyzed Epoxy Mastic	27 WB Typoxy	Note 3
CEP	Catalyzed Epoxy Primer	L69F Epoxoline	3.0
EMC	Epoxy Modified Cement	218 Mortar-Clad	Fill/Surface
EP	Epoxy-Polyamide (thinned 30% #4 thinner)	FC 22 Pota-pox	25-30
EPW	Water-based Epoxy Primer	151 Elasto-Grip	1.0-1.5
HGV	High Gloss Varnish		Note 2
HSE	High Solids Epoxy (Minimum 69%)	L69 Epoxy	6.0
MA	Modified Acrylic	115 Uni-bond	3.0
MAE	Modified Acrylic Elastomer	156 Envirocrete	6.0-8.0
MCU	Moisture Cured Urethane	Series 1 - Omnithane	2.5-3.0
MPE	Modified Polyamine Epoxy	Series 435 - Permaglaze	15-20 mils
NE	Novolac Epoxy	282 Tneme-Glaze	7.5
PEF	Polyamine Epoxy Finish	280 Tneme-Glaze	6.0-8.0
PEP	Polyamine Epoxy Primer	201 Epoxoprime	6.0-8.0
PVA	PVA Sealer	151 Elasto Grip	0.75-1.5
PWC	Potable Water Coating	Series FC 22 Pota Pox	25-30

<u>Key</u>		<u>Tnemec</u>	<u>Note 1</u>
SA	Silicone Aluminum	39-1261 (Note 4)	1.5
VB	Vapor Barrier	262 Elasto Shield	50-100
WP	Wood Primer	151 Elasto-Grip	1.0-1.5
WS	Wood Sealer	Note 2	-
Z	Zinc-Rich Primer	90G-1K97 Tneme-Zinc	2.5

- Notes
- 1: Minimum Dry Film Thickness/Coat (mils)
 - 2: Furnished by reputable manufacturer and acceptable to the Engineer.
 - 3: Shall be used as a tie-coat between incompatible paints @ 3.0-4.0 mils.
 - 4: This paint is suitable for temperatures up to 1200°F and must be final cured at 400°F for one hour.
 - 5: Bleaching oil is a translucent gray paint stain with a chemical additive to enhance the natural bleaching tendencies of cedar shingles.

B. PAINTING SCHEDULE:

Paint shall be applied in accordance with the paint key listed on the following schedule and defined in the preceding Paint Schedule:

<u>Item</u>	<u>Field Coats</u>		
	1st	2nd	3 rd
<u>Walls:</u>			
Interior concrete masonry units	ABF	HSE	HSE
Interior concrete designated to be painted, to include top and outside of all concrete containment curbs	HSE	HSE	--
Interior chemical containment curbs on the chemical storage side	PEP	NE	NE
Exterior concrete masonry units (if sprayed, backroll first coat)***	MAE	MAE	--
Exterior wood shingles	BO	BO	--
Plaster & gypsum wallboard	PVA	HSE	HSE
<u>Floors:</u>			
Concrete floors designated to be painted	PEP	PEF	PEF
Concrete floor slab in chemical containment areas including tank pads	PEP	NE	NE
Concrete floor and pads in chemical feed and fluoride rooms	PEP	NE	NE

Ceilings and Walls:

Exposed galvanized metal deck/bar joists, dry spaces^	MA	--	--
Exposed galvanized metal deck/bar joists, wet spaces^	CEE		
Exposed galvanized wall panel	CEE	CEE	--
Plaster & gypsum wallboard	PVA	CEE	CEE

Equipment Items:

With shop prime coat, including machinery	*CEP	CEE	--
Interior	*CEP	APE	
and pumps (non-submerged)	Exterior MPE	MPE	
(submerged)	Exterior		
With shop finish coat (when designated to	*CEM	CEE	--
Interior be painted)	Exterior *CEM	APE	

Tanks:

Steel tanks (interior)	*MCU	CEE	CEE
Steel tanks (exterior)	*MCU	CEE	APE
Exterior of potassium permanganate (KMnO4) tanks (steel only)(with CEP shop coat)	HSE	HSE	--
Interior of potassium permanganate tanks	NE	NE	

Potable Water Coatings (immersion service):

Concrete Tanks (when designated to be brush blasted and painted)	EMC	PWC	
Steel Tanks (SSPC-SP#10 prep. required)	PWC	PWC	--

Metals:

Exposed interior structural steel including monorails and supports	*Z	CEE	CEE
Exposed exterior structural steel including monorails and supports	*Z	CEE	APE
Interior miscellaneous galvanized and non-ferrous metals and piping	CEE	CEE	--
Exterior miscellaneous galvanized and non ferrous metals and piping (SP7 required)	CEE	APE	--
Miscellaneous interior ferrous piping, metalwork, ferrous parts or operating devices, valve handles, levers, pumps, and ferrous hangers and supports (exterior exposure)	CEP	CEE	--
	CEP	CEE	APE

Exposed electrical conduit, conduit fittings, outlet boxes	Same as adjacent wall or ceiling
--	----------------------------------

Hot ferrous metal surface	SA SA --
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Wood and Carpentry Items:

Wood trim (natural finish)	WS HG HGV V
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Wood trim (unprimed)	WP AGE AGE
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Doors and Frames:

Interior hollow metal doors, frames and panels	CEE CEE --
--	----------------------

Exterior hollow metal doors	CEE CEE --
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Interior wood doors (painted)	WP AGE AGE
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Interior wood doors (natural)	HGV HG -- V
-------------------------------	--------------------------

Piping:

PVC Piping designated to be painted (SP7 or hand sand)	CEE CEE --
--	----------------------

Pipe insulation (plastic or metal sheathed paint as scheduled for plastic or metal surface)	PVA CEE CEE
---	-----------------------

Other piping (see metals)

* Spot Prime

***For existing, painted masonry walls, use EPW primer, followed by two coats of MAE.

^ If galvanized metal is provided with a light top coat sealer, light brush blast surface preparation is required prior to first field coat

B. SPARE PAINT:

1. Furnish to the Owner one unopened gallon of each type and color of paint used on the work.
2. Furnish both components for each type and color of epoxy paints used on the work.

PART 3 - EXECUTION

3.01 SURFACE PREPARATION:

- A. Before any surface is painted, it shall be cleaned carefully of all dust, dirt, grease, loose rust, mill scale, old weathered paint, efflorescence, etc. All necessary special

preparatory treatment shall then be applied. Where required, imperfections and holes in surfaces to be painted shall be filled in an approved manner.

- B. Cleaning and painting shall be so programmed that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- C. Surfaces which have been cleaned, pretreated, or otherwise prepared for painting, shall be painted with the first field coat as soon as practicable after such preparation has been completed, but in any event prior to any deterioration of the prepared surface.
- E. Exposed nails and other ferrous metal or surfaces to be painted with water-thinned paint shall be spot primed with aluminum.
- H. All nonferrous metal surfaces to be painted shall be cleaned of all dirt, grease, oil and other foreign substances uniformly profiled per SSPC SP 7.
- I. All galvanized surfaces to be painted shall be brush blasted to create a uniform surface profile per SSPC SP7.
- J. Before application of the first full field coat, abraded areas of all non-galvanized ferrous metal items having shop coats shall be touched up with paint of the type indicated on the Painting Schedule.
- K. All items of equipment such as motors, pumps, instrumentation panels, electrical switchgear, and similar items, that have been given shop coats, paint filler, enamel or other treatment customary with the manufacturer, shall have, after installation, all scratches and blemishes touch up prior to application of the first field coat. Factory prefinished items not to be field painted shall be touched up with matching paint to repair any areas damaged during installation.
- N. Hardware accessories, machine surfaces, plates, lighting fixtures, and similar items in place prior to cleaning and painting, and not intended to be painted, shall be removed during painting operations and repositioned upon completion of each area or shall otherwise be protected.
- O. All PVC pipe to be painted shall be brush blasted per SSPC SP7 or shall be sanded to provide a uniform surface profile.

3.02 APPLICATION:

- A. Paint shall be used and applied as recommended by the manufacturer without being extended or modified, and with particular attention to the correct preparation and condition of surfaces to be painted.
- B. Paint shall be applied only within the temperature range recommended by the manufacturer. Painting of surfaces when they are exposed to the sun shall be avoided.

- C. Paint shall not be applied to wet or damp surfaces and shall not be applied in rain, snow, fog, or mist, or when the relative humidity exceeds 85 percent.
- D. No paint shall be applied when it is expected that the relative humidity will exceed 85 percent or that the air temperature will drop below 40°F within 18 hours after the application of paint. Dew or moisture condensation should be anticipated and if such conditions are prevalent, painting shall be delayed until midmorning to be certain that the surfaces are dry. Further, the days painting should be completed well in advance of the probable time of day when condensation will occur, in order to permit the film an appreciable drying time prior to the formation of moisture.
- E. All paint shall be applied under favorable conditions by skilled painters and shall be brushed out carefully to a smooth, even coating without run or sags. Enamel shall be applied evenly and smoothly. Each coat of paint shall be allowed to dry thoroughly, not only on the surface but also throughout the thickness of the paint film before the next coat is applied. Finish surfaces shall be uniform in finish and color, and free from flash spots and brush marks. In all cases, the paint film produced shall be satisfactory in all respects to the Engineer.
- F. Exposed nails and other ferrous metal or surfaces to be painted with water-thinned paints shall be spot primed with aluminum paints.
- G. In order to provide contrast between successive coats, each coat shall be of such tint as will distinguish it from preceding coats.
- H. The Contractor shall not only protect his work at all times, but shall also protect all adjacent work and materials by the use of sufficient drop cloths during the progress of his work. Upon completion of the work, he shall clean up all paint, spots, oil, and stains from floors, glass, hardware, and similar finished items.
- I. Paint shall be applied so as to obtain coverage per gallon and the dry film thickness recommended by the manufacturer. Dry film thickness readings shall be taken to insure that required thicknesses have been achieved. The Contractor shall record in a manner satisfactory to the Engineer, the quantities of paint used for successive coats on the various parts of the work.
- J. Spraying with adequate apparatus may be substituted for brush application of those paints and in those locations for which spraying is suitable.
- K. If paints are thinned for spraying, the film thickness after application shall be the same as though the unthinned paint were applied by brush. That is, the addition of a thinner shall not be used as a means of extending the coverage of the paint, but the area covered shall be no greater than the area that would have been covered with the same quantity of unthinned paint.

- L. Blast cleaned metal surfaces shall be coated immediately after cleaning, before any rusting or other deterioration or contamination of the surface occurs. Blast cleaned surfaces shall be coated not later than 8 hours after cleaning under ideal conditions or sooner if conditions are not ideal.
- M. The use of carbon dioxide or carbon monoxide emitting heaters is not permitted during the painting operation. Only indirect hot-air systems shall be permitted.

3.03 PIPING COLOR CODE:

The following Tnemec colors shall be utilized to facilitate identification of piping. Only insulation is to be painted on chemical feed lines.

1. Water Lines

Raw	Olive Green	110GN
Settled or Clarified	Aqua	10GN
Finished or Potable	Dark Blue	11SF

2. Wastewater or Potable Waste Lines

Sewer (sanitary or drain)	Dark Gray	34GR
Backwash Waste	Light Brown	68BR
Sludge	Dark Brown	84BR
Sewage Plant Effluent	Clay	07RD

3. Chemical Lines

Alum or Primary Coagulant	Orange	04SF
Ammonia	White	11WH
Carbon Dioxide (Gas, Liquid and Solution)	Light Red	26RD
Carbon Slurry	Black	35GR
Caustic Compounds (NaOH Or KOH)	Yellow with Green Band	02SF/09SF
Chlorine (Gas and Solution)	Yellow	02SF
Chlorine Dioxide	Yellow with Violet Band	02SF/14SF
Ferric Chloride	Orange	04SF
Fluoride Compounds	Light Blue with Red Band	25BL/06SF
Lime Slurry	Light Green	08GN
Ozone	Yellow with Orange Band	02SF/04SF
Phosphate Compounds	Light Green with Red Band	08GN/06SF

Polymers or Coagulant Aids	Orange with Green Band	04SF/09SF
Potassium Permanganate	Violet	14SF
Soda Ash	Light Green with Orange Band	08GN/04SF
Sulfuric Acid	Yellow with Red Band	02SF/06SF
Sulfur Dioxide	Light Green with Yellow Band	08GN/02SF

4. Other

Compressed Air	Dark Green	91GN
Gas or Oil	Red	28RD
Other Lines	Light Gray	32GR

- B. In situations where two colors do not have sufficient contrast to easily differentiate between them, a 6-inch band of contrasting color shall be painted on one of the pipes at approximately 30-inch intervals.
- C. Piping which is not painted shall be color coded with bands placed at each change in direction and no more than 5 feet apart on straight runs.

3.04 PIPING IDENTIFICATION:

- A. After painting, piping shall be identified by stenciling using the same specified paint as used on the pipes. Stenciling shall be of wording and color selected by the Engineer and sized as follows:

<u>Outside Diameter of Pipe or Covering</u>	<u>Size of Legend Letters</u>
3/4-inch to 1-1/4-inch	2-inch
1-1/2-inch to 2-inch	3/4-inch
2-1/2-inch to 6-inch	1-1/4-inch
8-inch to 10-inch	2-1/2-inch
Over 10-inch	3-1/2-inch

- B. Arrows shall indicate direction of flows. Where "a" is equal to 3/4 of outside diameter of pipe or covering, the arrow shaft shall be 2 "a" long by 3/8 "a" wide. The arrow head shall be an equilateral triangle with sides equal to "a." Maximum "a" dimension shall be 6-inches.
- C. Where pipe passes through a wall, use pipe markers and directional arrows on each side of the wall.
- D. Use pipe markers and directional arrows every 50 feet along continuous pipe lines.

- E. Use a pipe marker and directional arrow at each rise and "T" joint.
- F. When using directional arrows, point arrowhead away from pipe markers and in direction of flow. If flow can be in both directions, use a double-headed directional arrow.
- G. The Engineer will assist in determining pipe content and direction of flows.

3.05 PARKING LOT LINE PAINTING:

- A. Paint for parking lot lines shall conform to Federal Specification TT-P-115-E Type I. Paint shall be 11-3 PPG Industries, Pittsburgh, PA, Series 6 Tneme-Cryl, Tnemec, St. Louis, MO, or approved equal.
- B. Contractor shall prepare the pavement surface according to the recommendations of the paint manufacturer.
- C. Applied markings shall have clean-cut edges, true and smooth alignment and uniform film thickness of 15 mils, ± 1.0 .
- D. The Contractor shall be responsible for removing, to the satisfaction of the Engineer, tracing marks, and spilled paint applied in an authorized area.

3.06 CLEANUP:

- A. The Contractor shall at all times keep the premises free from accumulation of waste material and rubbish caused by his employees or work. At the completion of the painting, he shall remove all of his tools, scaffolding, surplus materials, and all of his rubbish from and about the buildings and shall leave his work "broom clean" unless more exactly specified.
- B. The Contractor shall also, upon completion, remove all paint where it has been spilled, splashed, or splattered on all surfaces, including floors, fixtures, equipment, furniture, glass, hardware, etc., leaving the work ready for inspection.

END OF SECTION

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SECTION 09970

SURFACE PREPARATION AND SHOP PRIME PAINTING

PART 1 - GENERAL

1.01 WORK INCLUDED:

This section covers the furnishing of all labor, materials, equipment and incidentals required for the surface preparation and application of shop primers on ferrous metals, excluding stainless steels, as specified herein.

There may be potential for lead paint at the pump station sites. **Prior** to performing any of the work described in this section, the Contractor shall hire a certified lead paint abatement firm to conduct a lead paint survey, which includes collecting representative samples of existing paint on the process piping, fitting, valves, etc., where sandblasting work is to be performed, as noted on the plans. These samples shall be properly packaged on-site and submitted to a Massachusetts and EPA accredited analytical laboratory for analysis by Atomic Absorption Spectrometry for determination of lead content. Any and all results of the testing shall be forwarded to the Engineer and Owner. The Contractor **shall not** perform any work as described in this section or Section 09900 until written authorization has been given by the Engineer.

1.02 RELATED WORK:

Field painting is included in Section 09900.

1.03 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

- A. Submit to the Engineer for review, manufacturer's specifications and data on the proposed primers and detailed surface preparation, application procedures and dry mil thicknesses.
- B. Submit representative physical samples of the proposed primers, if required by the Engineer.

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. Submerged surfaces - Shop primer for ferrous metals exposed to wastewater which will be submerged or which are subject to splash action or which are specified to be considered a submerged surface shall be spray applied one coat of Tnemec 394 PerimePrime primer, dry film thickness 2.5 to 3.5 mils by Tnemec Co., or approved equal.

- B. Non-galvanized Miscellaneous Metals - spray apply one coat Tnemec 394 PerimePrime MIO/zinc primer or approved equal.
- C. Other Non-Galvanized and Non-Submerged Surfaces including process equipment - Spray apply one coat of Tnemec Series 394 by Tnemec Co.; or approved equal.
- D. Non-Primer Surfaces - Gears, bearings surfaces, and other similar surfaces obviously not to be painted shall be given a heavy shop coat of grease or other suitable rust-resistant coating. This coating shall be maintained as necessary to prevent corrosion during all periods of storage and erection and shall be satisfactory to the Engineer up to the time of the final acceptance test.
- E. Compatibility of Coating Systems - Shop priming shall be performed with materials specified above. However, shop painting shall be done with primers that are guaranteed by the manufacturer to be compatible with the corresponding finish coats specified in Section 09900.

PART 3 - EXECUTION

3.01 SURFACE PREPARATION:

- A. Non-submerged service components scheduled for priming, as defined above, shall be sand blasted clean in accordance with SSPC-SP-6, Commercial Grade, immediately prior to priming.
- B. Submerged service components scheduled for priming, as defined above, shall be sandblasted clean in accordance with SSPC-SP-10, near White, immediately prior to priming.
- C. Surface shall be dry and free of dust, oil, grease and other foreign material before priming.
- D. Shop prime in accordance with approved manufacturer's recommendations.

END OF SECTION

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SECTION 11310

WASTEWATER PUMPING EQUIPMENT

PART 1 - GENERAL

1.01 WORK INCLUDED:

This section covers the furnishing, installation and testing of the wastewater pumping unit(s) with appurtenances, complete as indicated on the drawings and as herein specified.

1.02 RELATED WORK:

- A. Services of Manufacturers Representative is included in Section 01750.
- B. Equipment Startup and Testing is included in Section 01752.
- C. Equipment Checkout and Testing is included in Section 01750.
- D. Painting is included in Division 9.
- F. Valves and Piping are included in Division 15.

1.03 SYSTEM DESCRIPTION:

- A. The wastewater pumping equipment shall consist of pumps with parameters as specified in the Flooded Suction Pump Section (2.01), including frames, seals, couplings or intermediate shafting (whichever is applicable), and all associated equipment and accessories required to make a complete and functional system.
- B. The wastewater pumping rotating assemblies shall consist of parameters as specified in the Suction Lift Pump Rotating Assemblies Section (2.02).
- C. This specification directs special attention to certain features, but does not purport to cover all details of the design, manufacture or installation of the pumping unit. Final responsibility for supplying and installing pumping equipment which functions as specified herein rests with the Contractor.
- D. The pump manufacturer shall furnish a fully functional pump or rotating assembly (where applicable) as specified and be responsible for the coordination and compatibility of the pumping equipment. The Contractor shall be responsible for providing a complete, installed, tested, and fully functional pumping system.

1.04 QUALITY ASSURANCE:

- A. All Equipment Shall Conform To The Following Criteria

1. Equipment shall be manufacturer's standard cataloged products, model and size, presently in commercial production. Unless otherwise specified, prototypes in model or size will not be accepted.
2. Conform to Hydraulic Institute Standards.
3. All equipment specified under this Section shall be furnished by a single pump manufacturer and shall be products of manufacturers regularly engaged in the production of said equipment. The manufacturer shall have the sole responsibility for proper functioning of the complete pumping unit.
4. Conform to requirements for materials, installation and equipment approvals of state, local, Underwriter's Laboratories, Inc., or other applicable codes, whether or not called for on the drawings or in the specifications.
5. Workmanship shall be first class in all respects.
6. Base the use of unspecified materials on their continuous and successful employment under similar conditions, as called for in this section.
7. Couplings (if applicable), intermediate shafting (if applicable), shall be furnished by the pump manufacturer who shall assume responsibility for their compatibility, coordination and proper operation. The manufacturer shall have a minimum of 10 installations of comparable size and complexity in operation for a minimum of 5 years.

B. Manufacturer's Qualifications

1. On request from the Engineer, the pump manufacturer shall demonstrate proof of financial responsibility and capacity with respect to performance and delivery date.
2. On request from the Engineer, the pump manufacturer shall provide proof or evidence of facilities, equipment and skilled personnel required to produce the equipment specified herein.
3. In addition to requirements set forth in Section 01750 under "Services of Manufacturer's Representative," the manufacturer shall provide the supervisory service of a factory trained technician, who is specifically trained on the type of equipment supplied, for a period of not less than one 4-hour day to provide technical assistance for installation and initial startup of the pumping equipment and related appurtenances, and to provide instruction of the Owner's operating personnel in the operation and maintenance of the equipment provided. The specified time period is a minimum time requirement. The actual time required to complete specified tasks may take longer, but shall be completed at no additional cost to the Owner.
4. The actual time required to complete the specified tasks may take longer, but shall be completed at no additional cost to the Owner.

C. Factory Tests

1. General:

- a. Pumps shall be tested at the factory to simulate actual installed operation conditions.

2. Pump Testing Requirements:

- a. The pump manufacturer shall not ship any pump until after the certified pump performance tests have been submitted to and reviewed by the Engineer.
- b. Hydrostatic testing of the pump casing, suction cover and stuffing box cover shall be performed after assembly of the pump. The minimum test pressure shall be the greater of: one point two five (1.25) times the shutoff head at full diameter impeller, or one point five (1.50) times the design head, whichever is greater. Certified hydrostatic test results shall be submitted to the Engineer with pump performance testing.
- c. The pump to be furnished under this Section shall be performance tested with water at the pump manufacturer's plant, before shipment. The pump shall be tested with actual suction elbow to be furnished for this system as specified.
- d. The purpose of performance testing shall be to prove that the pump to be supplied conforms to the Specification requirements, and that the pump can properly operate throughout the entire pump envelope. Tests shall conform to the Standards of the Hydraulic Institute, acceptance level "B", except as specifically modified herein.
- e. The pump to be supplied shall be performance tested for all four (4) parameters listed below. Each test shall be conducted from "no flow at shut-off head" condition to "runout" condition with a minimum of 3 points between, one of which shall be as close to the specified design point as possible.
 - 1. Head
 - 2. Capacity
 - 3. Brake horsepower
 - 4. Efficiency
- f. The performance test data report shall be certified by a Registered Professional Engineer retained by the pump manufacturer, and shall state the pump usage name, pump model number, pump serial number, date of testing, and contain pump curves and data sheets showing the following at each point.
 - 1. Total Dynamic Head (TDH) versus flow rate (gpm)
 - 2. Brake horsepower versus flow rate (gpm)

3. Calculated "Net Positive Suction Head Required" (NPSHR) versus flow rate (gpm)
4. Efficiency versus flow rate (gpm)

g. If, in the sole opinion of the Engineer, any pump test indicates that the pump performance differs from the Specification requirements and/or the previously submitted pump performance data, the cause of the difference shall be determined and corrected by the manufacturer. The pump shall be retested until it meets the performance requirements specified herein. Pumps failing the tests twice may be rejected by the Engineer.

D. Field acceptance tests shall be performed as specified in PART 3 EXECUTION. All field testing reports shall be submitted to the Engineer for review.

1.05 REFERENCES:

A. The latest editions of the following standards form a part of this specification. Specific references are listed as a guide only. Additional specific references may be applicable.

American National Standard Institute (ANSI)

- | | | |
|------|--------|--|
| ANSI | A21.10 | Standard for Gray-Iron and Ductile Iron Fittings, 3-in. through 38-in. for Water and Other Liquids. |
| ANSI | A21.11 | Standard for Rubber-Gasket Joints for Ductile Cast-Iron and Gray-Iron Pressure Pipe and Fittings. |
| ANSI | A21.15 | Standard for Flanged Cast-Iron and Ductile-Iron Pipe with Threaded Flanges. |
| ANSI | A21.51 | Ductile-Iron Pipe Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or Other Liquids. |

American Society for Testing and Materials (ASTM)

- | | | |
|------|------|---|
| ASTM | A48 | Specifications for Gray-Iron Castings. |
| ASTM | A53 | Specifications for Pipe, Steel, Black and Hot-dipped, Zinc Coated, Welded and Seamless. |
| ASTM | A108 | Steel Bars, Carbon, Cold Finished, Standard Quality |
| ASTM | D429 | Rubber Property - Adhesion to Rigid Substrates |

Massachusetts Electrical Code (MEC)

- | | |
|---------------|--------------------------------|
| 527 CMR 12.00 | Massachusetts Electrical Code. |
|---------------|--------------------------------|

1.06 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

A. Prior to shipment, submit six (6) copies of the following to the Engineer:

1. Complete shop drawings showing dimensions, materials of construction, and all particulars as herein specified.
2. Pump hydrostatic and performance testing procedures and description of test facility. Demonstrate manufacturer's ability to test per H.I. Standards and these specifications.
3. Certified pump curve showing the actual performance of the pump to be supplied under factory testing, stamped and approved by a Registered Professional Engineer in the appropriate field.
4. Certified hydrostatic test results.
5. Complete list of shipped components with cut sheets for all accessories.
6. Pump bulletin.
 - a. Storage and installation instructions for pump couplings, seals and other appurtenances, where applicable.
7. Assembly and installation drawings showing pump, frame size, coupling and base with component weights and dimensions, and installation instructions.
10. Maximum reverse runaway speed calculations.
11. Complete pump nameplate information.
12. Complete functional description of all system components.
13. Furnished parts lists including the manufacturer's reference and ordering numbers.
14. Recommended spare parts list with ordering numbers.
15. Pump warranty.
16. B10 bearing calculations for pump.
17. Surface preparation and paint specifications for pump.

B For approval, submit six (6) copies of the following to the Engineer:

1. "Operation and Maintenance" manuals of all equipment supplied and installed as specified in Section 01330, SUBMITTALS. Manuals shall contain, but not be

limited to, a complete list of shipped equipment, a preventative maintenance schedule, a list of troubleshooting information, assembly drawings with components clearly identified and numbered, parts lists, pertinent technical data and factory service information, warranties and emergency telephone number(s).

C. Upon completion of installation, submit six (6) copies of the following to the Engineer:

1. Results of the field and acceptance tests as specified under this section of the specification.

1.07 DELIVERY, STORAGE, AND HANDLING:

A. Shipping

1. The wastewater pump, materials and spare parts shall be shipped complete and ready for installation except where partial disassembly is required by transportation regulations, is recommended by the manufacturer or for protection of components.
2. All anchor bolts and embedded items required for complete installation or mounting, holding down or supporting of equipment to be furnished under this section, including necessary location drawings and/or templates required to install the items in concrete, masonry, etc., shall be furnished and delivered to the site by the manufacturer of the equipment furnished under this section, for installation under other sections of the specifications. Delivery of these items shall be as required by the overall construction schedule.
3. Spare parts shall be packed in containers bearing labels clearly designating contents and pieces of equipment for which intended.
4. Spare parts shall be delivered to the site at the same time as the basic equipment and turned over to the Owner after completion of work.

B. Storage

1. The Contractor shall receive, store, and safeguard all equipment, materials, and spare parts at the job site.

1.08 WARRANTY:

- A. The pump manufacturer shall individually and separately warranty that the equipment they supplied under this Section fully meets the criteria specified herein, and shall further warranty that the equipment is free from all defects in materials and workmanship.
- B. The manufacturer's warranties from defects shall contain a provision that the manufacturer shall repair or replace any defects, at no additional cost to the Owner, for a period of twenty-four (24) months for the pump, from the date of acceptance by Owner.

PART 2 – PRODUCTS

2.01 FLOODED SUCTION PUMP (FAIRBANKS NIJHUIS):

A. General

1. Pump replacement of flooded suction pumps are required at the Dow Avenue Pump Station. The Dow Avenue Pump Station requires two pump replacements. The pumps must be of the same manufacturer and match all specifications of the existing pump(s) (with exception to the shaft seal, as specified below) to ensure existing pumping conditions remain consistent when the pumps are replaced. These units shall include pump, high ring base, shaft seal, coupling and coupling guard. Existing motors shall be reused for the new pump units.

2. Pump Manufacturer: Fairbanks Nijhuis, Kansas City, KS

Local Representative: Hayes Pump, Inc.
66 Old Powder Mill Rd
W. Concord, MA 01742
Tel: (978) 369-8800

B. Pump Information

Pump Manufacturer	Fairbanks Morse Pump (Fairbanks Nijhuis)
Pump Quantity	2
Pump Model	B5443C
Pump Size	6"x4"
Existing Pump Serial Nos.	K351-058402-1; K351-058402-2

C. Shaft Seal

1. Double Mechanical Seal:
 - a. Each pump shall be supplied with a double mechanical seal, John Crane type 21. Seal faces shall be silicon carbide with buna – N o - rings and stainless steel spring and hardware.
 - b. The shaft seal housing shall be integrally cast into the backside plate.
 - c. Ample space shall be provided for shaft seal removal and replacement.
 - d. The pump shall in no way be machined to accommodate the mechanical seal.
 - e. The domestic water seal lubricating/flushing system for the existing pump stuffing boxes shall be used for the seal lubricating/flushing system of the new pumps. The Contractor shall provide any necessary fittings/tubing to reconnect the existing seal lubricating/flushing system to the new mechanical seals.

2.02 SUCTION LIFT PUMP (GORMAN RUPP)

A. General

1. Replacement of the suction lift pump components are required at the station's outlined below. Replacement parts/components shall be Gorman Rupp manufactured products only in order to ensure that the quality and compatibility match the existing pump units. The components for replacement at each station include the rotating assembly, which includes impeller, shaft, mechanical shaft seal, lip seals, bearings, seal plate and bearing housing, and the externally removable suction check valve.

2. Pump Manufacturer: Gorman Rupp Pumps, Mansfield, OH

Local Representative: Hayes Pump, Inc.
66 Old Powder Mill Rd
W. Concord, MA 01742
Tel: (978) 369-8800

B. Pump Information

1. Standish Road Pump Station

Pump Manufacturer	Gorman Rupp Pumps
Pump Quantity	1
Pump Model	T4A3-B
Pump Size	6"x4"
Existing Pump Serial Nos.	981194

2. Reed Street Pump Station

Pump Manufacturer	Gorman Rupp Pumps
Pump Quantity	2
Pump Model	T4A3-B
Pump Size	4"
Existing Pump Serial Nos.	968164; 968165

3. Old Mystic Street (Route 3) Pump Station

Pump Manufacturer	Gorman Rupp Pumps
Pump Quantity	2
Pump Model	T4A3-B
Pump Size	4"
Existing Pump Serial Nos.	968166; 968167

4. Intervale Road Pump Station

Pump Manufacturer	Gorman Rupp Pumps
Pump Quantity	2
Pump Model	T4A3-B
Pump Size	3"
Existing Pump Serial Nos.	1078546 (only serial # visible, two pumps are identical)

5. Magnolia Field Pump Station

Pump Manufacturer	Gorman Rupp Pumps
Pump Quantity	2
Pump Model	T10A3-B
Pump Size	10"
Existing Pump Serial Nos.	845367 (only serial # visible, two pumps are identical)

C. ROTATING ASSEMBLY

1. Rotating assembly, which includes impeller, shaft, mechanical shaft seal, lip seals, bearings, seal plate and bearing housing, must be removable as a single unit without disturbing the pump casing or piping. Design shall incorporate the following features:
 - a. Seal plate and bearing housing shall be cast iron Class 30. Anti-rotation ribs shall be cast into the sealplate to reduce internal wear and maximize component life. Separate oil filled cavities, vented to atmosphere, shall be provided for shaft seal and bearings. Cavities must be cooled by the liquid pumped. Three lip seals will prevent leakage of oil.
 - 1) The bearing cavity shall have an oil level sight gauge and fill plug check valve. The clear sight gauge shall provide easy monitoring of the bearing cavity oil level and condition of oil without removal of the fill plug check valve. The check valve shall vent the cavity but prevent introduction of moist air to the bearings.
 - 2) The seal cavity shall have an oil level sight gauge and fill/vent plug. The clear sight gauge shall provide easy monitoring of the seal cavity oil level and condition of oil without removal of the fill/vent plug.
 - 3) Double lip seal shall provide an atmospheric path providing positive protection of bearings, with capability for external drainage monitoring.
 - b. Impeller shall be ductile iron, two vane, semi-open, non-clog, with integral pump out vanes on the back shroud. Impeller shall be statically or dynamically

balanced. Impeller shall thread onto the pump shaft and be secured with a lockscrew and conical washer.

- c. Shaft shall be AISI 4140 alloy steel unless otherwise specified by the engineer, in which case AISI 17-4 pH stainless steel shall be supplied.
- d. Bearings shall be anti-friction ball type of proper size and design to withstand all radial and thrust loads expected during normal operation. Bearings shall be oil lubricated from a dedicated reservoir. Pump designs which use the same oil to lubricate the bearings and shaft seal shall not be acceptable.
- e. Shaft seal shall be oil lubricated mechanical type. The stationary and rotating seal faces shall be silicon carbide alloy. Each mating surface shall be lapped to within three light bands flatness (35 millionths of an inch), as measured by an optical flat under monochromatic light. The stationary seal seat shall be double floating by virtue of a dual O-ring design. An external O-ring secures the stationary seat to the sealplate, and an internal O-ring holds the faces in alignment during periods of mechanical or hydraulic shock (loads which cause shaft deflection, vibration, and axial/radial movement). Elastomers shall be viton; cage and spring to be stainless steel. Seal shall be oil lubricated from a dedicated reservoir. The same oil shall not lubricate both shaft seal and shaft bearings. Seal shall be warranted in accordance with requirements listed under PART 1 - GENERAL of this section.
- f. Pusher bolt capability to assist in removal of rotating assembly. Pusher bolt threaded holes shall be sized to accept same capscrews as used for retaining rotating assembly.

D. EXTERNALLY REMOVABLE SUCTION CHECK VALVE:

- 1. The externally removable (from the pump) suction check valve shall be molded Neoprene with integral steel and nylon reinforcement. A blow-out center shall protect pump casing from hydraulic shock or excessive pressure. Sole function of check valve shall be to save energy by eliminating need to reprime after each pumping cycle.

2.03 CONTROL PANEL REPLACEMENTS

A. STANDISH ROAD PUMP STATION:

- 1. Replacement panel shall be furnished by the Gorman Rupp Pump Company only in order to ensure that the quality and compatibility with the existing package pump station. The panels should be a match of the existing panel (as identified below), except the equipment shall be manufacturer's standard cataloged products, model and size, presently in commercial production.
- 2. The existing electronic pressure switch display unit (EPS unit) shall be reused in the new panel.

3. The new control panel shall have push to test LED indicating lights. Indicators shall be consistent with existing panels.
4. The new control panel shall incorporate pump motor starters furnished in an appropriate NEMA type enclosure.
 - a. Motor starters shall be heavy duty, electronic, reduced voltage, soft-start type. Features shall include torque controlled ramping, adjustable current limit, initial torque adjustment, adjustable ramp times of 0 to 60 seconds, for acceleration and deceleration ramp, indication of motor current, load torque, motor thermal state, power factor and fault status, protection for motor thermal overload, phase loss, phase reversal, and stall. Each soft starter shall have integral overload protection and shall not require a remote overload device. The starters shall have line and load protective modules. Controllers shall be Allen-Bradley Co., or equal.
5. The existing pump horsepower's and station electrical service shall be verified prior to ordering of the equipment.
6. Panel Manufacturer: Gorman Rupp Pumps, Mansfield, OH

 Local Representative: Hayes Pump, Inc.
 66 Old Powder Mill Rd
 W. Concord, MA 01742
 Tel: (978) 369-8800

7. Panel Information

Standish Road Pump Station

Panel Manufacturer	Gorman Rupp Pumps
Existing Panel Serial No.	89-3114

B. MAGNOLIA FIELD PUMP STATION:

1. Replacement panel shall be furnished by the Gorman Rupp Pump Company only in order to ensure that the quality and compatibility with the existing package pump station. The panels should be a match of the existing panel (as identified below), except the equipment shall be manufacturer's standard cataloged products, model and size, presently in commercial production.
2. The new control panel shall have push to test LED indicating lights. Indicators shall be consistent with existing panels.
3. The new control panel shall incorporate sufficiently sized pump motor starters furnished in an appropriate NEMA type enclosure.

- a. Motor starters shall be heavy duty, electronic, reduced voltage, soft-start type. Features shall include torque controlled ramping, adjustable current limit, initial torque adjustment, adjustable ramp times of 0 to 60 seconds, for acceleration and deceleration ramp, indication of motor current, load torque, motor thermal state, power factor and fault status, protection for motor thermal overload, phase loss, phase reversal, and stall. Each soft starter shall have integral overload protection and shall not require a remote overload device. The starters shall have line and load protective modules. Controllers shall be Allen-Bradley Co., or equal.
4. The existing pump horsepower's and station electrical service shall be verified prior to ordering of the equipment.
6. Panel Manufacturer: Gorman Rupp Pumps, Mansfield, OH

Local Representative: Hayes Pump, Inc.
66 Old Powder Mill Rd
W. Concord, MA 01742
Tel: (978) 369-8800
7. Panel Information

Magnolia Field Pump Station

Panel Manufacturer	Gorman Rupp Pumps
Existing Panel Serial No.	86-2429-X

C. DOW AVENUE PUMP STATION:

1. Panel Enclosure:
 - a. The electrical control panel shall be a NEMA Type 1A, painted galvanized steel enclosure. Paint shall be ANSI No. 61 light-grey enamel over a rust inhibitive primer. A door of the same material shall be secured to the enclosure with a continuous, stainless steel piano hinge. The control compartment shall incorporate a removable back panel on which control components shall be mounted. The back panel shall be secured to the enclosure with collar studs.
 - b. A duplex utility receptacle providing 115 volts, 60 Hertz, single phase current shall be mounted on the side of the enclosure.
 - c. All operating controls and instruments shall be securely mounted in such a manner that any or all standard options offered by the pump manufacturer may be added in the field without rearrangement of existing controls and instruments. All controls and instruments shall be clearly labeled to indicate function.

- d. A main terminal block and ground lug shall be furnished for field connection of the electrical supply. The connections shall be designed to accept copper conductors of sufficient size to serve the pump station loads. The main terminal block shall be mounted to allow incoming wire bending space in accordance with Article 373 of the National Electrical Code (NEC). Ten percent of the control terminals shall be furnished as spares.

2. Indicators:

- a. Indicating lights shall be LED (with push to test) heavy duty, oil tight 600 volt class type with 120 VAC or 24 VAC as required. Lamps shall be replaceable from the front without opening the control panel door and without use of tools. Pump running lights shall be green, pump off lights shall be red and alarm lights shall be amber.

Indicating lights shall be furnished for the following functions:

- 1) Pump No. 1 Failure Alarm
- 2) Pump No. 2 Failure Alarm
- 3) Pump No. 3 Failure Alarm
- 4) Pump No. 1 Running
- 5) Pump No. 2 Running
- 6) Pump No. 3 Running
- 7) Pump No. 1 Off
- 8) Pump No. 2 Off
- 9) Pump No. 3 Off
- 10) Wetwell High Level Alarm
- 11) Wetwell Low Level Alarm
- 12) Power Failure Alarm
- 13) Pump Room Flood Alarm
- 14) Generator Failure Alarm
- 15) Intrusion Alarm*
- 16) Bubbler System Failure Alarm

*This alarm shall not cause the pumps to stop/lock out.

3. Switch Controls:

- a. Switches shall be furnished to accomplish the following minimum functions:
 - 1) Select the mode of operation for each pump.

- 2) Select the sequence of pump operation.
 - 3) Select an air compressor for operation.
 - 4) Select the sequence of air compressor operation.
- b. Pump selector switches shall be connected to permit manual start, manual stop or automatic operation of each piece of equipment individually. Manual operation shall override all standard shutdown systems supplied with the pump control system except motor overload.
 - c. Pump sequence selector switch shall permit selection of automatic pump alternation, or selection of either pump to run as lead pump for each cycle.
 - d. A selector switch shall provide manual alternation of the air compressors in the duplex bubbler system.
 - e. A momentary-contact push button shall silence the alarm audible device. A momentary-contact push button shall reset alarm indicators and contacts.
 - f. Switches shall be heavy duty, oil tight type with contacts rated NEMA A-600 minimum.
4. Hour Meters
 - a. Six-digit elapsed time meters (non-reset type) shall be connected to each motor starter control circuit to indicate the total running time of each pump in "hours" and "tenths of hours."
5. Wiring:
 - a. All wiring, workmanship, and schematic wiring diagrams shall be in compliance with applicable standards and specifications for industrial controls set forth by the Joint Industrial Council (JIC), National Machine Tool Builders Association (NMTBA), and Massachusetts and National Electrical Codes (NEC).
 - b. All user serviceable wiring shall be Type XHHW or THWN, 600 volts. All Control circuits inside the panel, with the exception of wiring or solid state electronic circuitry, shall be 16 gauge minimum, Type MTW or THW, 600 volts. Wiring in conduit shall be 14 gauge minimum, and shall be color coded as follows:
 - 1) Line and Load Circuits, AC or DC power Black
 - 2) AC Control Circuit at Less Than Line Voltage Red
 - 3) DC Control Circuit Blue

- | | | |
|----|---|--------|
| 4) | Interlock Control Circuits, Wired
from External Source | Yellow |
| 5) | Equipment Grounding Conductor | Green |
| 6) | Current Carrying Neutral | White |
| 7) | Hot with Circuit Breaker Open | Orange |

- c. Wires shall be clearly numbered at each end in conformance with applicable standards. All wire connectors in the control panel shall be of the ring tongue type with nylon insulated shanks. All wires on the sub-plate shall be contained in wire troughs with removable covers to facilitate field repairs and addition of optional components. All unshielded wire extending from components mounted on door shall be terminated on a terminal block mounted on the back pane. Splices and solder-type lugs shall not be used on any wires in the panel enclosure. All wiring outside the panel shall be in conduit.
- d. Control conductors connecting components mounted on the panel enclosure door shall be bundled and tied in accordance with good commercial practice. Bundles shall be made flexible at the hinged side of the enclosure. Adequate length and flex shall be allowed so that the door can swing to its full open position without undue mechanical stress or abrasion on the conductors or insulation.
- e. The mounting surface of all ground connections shall have any paint removed before making the connections.

6. Equipment Marking:

- a. A permanent corrosion resistant name plate(s) shall be attached to the control panel and include the following information.
 - 1) Equipment serial number
 - 2) Supply voltage, phase, and frequency
 - 3) Current rating of the minimum main conductor
 - 4) Electrical diagram number
 - 5) Name and location of equipment manufacturer
- b. Control components shall be permanently marked using the same identification shown on the electrical diagram. Identification shall be mounted adjacent to the device.

- c. Switches, indicators, and instruments shall be plainly marked to indicate function, position, etc. Markings shall be mounted adjacent to and above the device.
 - d. Legend plates for component marking shall be impervious to oil and grease and comply with the following:
 - 1) Engraved laminated phenolic 0.062-inch thick minimum
 - 2) Engraved or embossed aluminum 0.32-inch thick minimum
 - 3) Character shall be 0.125-inch high minimum and contrast with the background color.
 - e. Tape type embossed plastic labels are not approved for any equipment identification.
7. Alarms:
- a. Existing equipment alarm wiring to the existing panel shall be reused and connected into the new pump control panel.
 - b. Alarms shall lock-in until manually reset after the alarm condition has been cleared. A normally-open, dry contact wired to terminals shall be furnished for each alarm. A powered common normally - closed alarm contact shall be furnished for the remote alarm light.
 - c. Panel alarms shall transmit to the pump station autodialer. Contractor shall coordinate the alarms from the panel with what is being transmitted by the autodialer.
8. Provide storage pocket with complete wiring diagrams and parts list inside enclosed.
9. Panel shall be completely wired and factory tested prior to shipment. Field installation shall consist only of setting the panel in place and making necessary field wiring connections.
10. All panel wiring to external equipment shall be terminated on screw type terminal strips separated into groups (feeders, AC control, DC control, etc.). All terminals shall be labeled or identified for field connections. The minimum number of spare terminals shall be 25 percent.

2.04 LEVEL CONTROL SYSTEM:

A. DOW AVENUE PUMP STATION AIR BUBBLER SYSTEM:

- 1. The wetwell levels shall be measured by a continuously purged bubbler pipe system with a level gauge to indicate the water level. The system shall connect to

the existing systems air piping. Pressure switches shall be provided to control wastewater pump operation, indicate wetwell levels and activate alarms.

2. The bubbler tube shall be supplied with compressed air at all times. The air supply shall consist of an air compressor system. If the compressor fails, or loss of air pressure occurs for any reason a "Bubbler System Fail" alarm shall sound. The circuit will automatically transfer to the alternate compressor.
3. The bubbler system shall be capable of operating over the full depth of the wetwell. The Contractor will be responsible for adjusting these settings for optimal performance at startup for wastewater flows existing at that time. The Engineer shall review and approve all settings prior to adjustment.
4. The bubbler system shall be designed as a duplex system and an integral part of the level control system, and shall be furnished by one supplier. The bubbler system shall include, as a minimum: two air compressors; one receiver tank with a manual bleed valve; one air pressure regulator; one air flow regulator; and pressure switches. The compressor motor shall be rated at least 1/4 horsepower. The receiving tank shall have a minimum 6 gallons capacity and be rated at 50 psi minimum. The air compressors and tank shall be mounted where the existing compressors are located.
5. Air Compressors:
 1. The air compressors shall alternate between cycles with an automatic alternator. The automatic alternator switch shall be located in the pump control panel.
 2. Running time meters shall be located on the pump control panel for each compressor.
 3. Compressor shut off switches shall be located on the pump control panel for each compressor
 4. Air compressor shall be Thomas model LGH-310 series, or equal.
6. A wetwell level indicator shall be flush mounted on the Pump Control Panel enclosure. It shall indicate the water level in the wetwell in 0 to 100 inches range. The level indicator shall be as manufactured by Dwyer Instruments, or approved equal.
7. An air flow indicator gauge shall be mounted on the Pump Control Panel enclosure and connected to the air bubbler piping to provide a visual indication of rate of flow in standard cubic feet per hour.
8. A manual purge system shall be provided with the bubbler system. It shall be push-button operated and shall supply system air to the wetwell bubbler piping for

- cleaning purposes while simultaneously removing instrumentation from the bubbler system.
9. Existing PVC bubbler piping can be reused. Any rubber or plastic tubing which is part of the existing bubbler system shall be replaced in kind prior to hooking up of the new equipment.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Installation of the pump, panel and related appurtenances shall be performed in accordance with all written instructions furnished by the manufacturer.
- B. After installation, the Contractor shall clean all surfaces damaged in shipment or installation and shall touch up in the field with the same materials as the original coatings.

3.02 FIELD ACCEPTANCE TESTS:

- A. After installation of the equipment and after completion of the services of the manufacturer's representative as detailed in Section 01750 EQUIPMENT CHECKOUT AND TESTING, the Contractor shall operate the unit to demonstrate its ability to pump without excessive vibration, overloading of the motor, or overheating. The pump shall be operated for a sufficient period of time to permit thorough observation of all pump components.
- B. Start-up and testing shall be conducted in accordance with Section 01752, STARTUP AND TESTING.
- C. Performance tests shall be conducted on the pumping unit installed. The tests shall be conducted for the operating point (flow versus head capacity), overall system efficiency, and overall system power requirements. These parameters shall be measured, documented in writing, and delivered to the Engineer.
- D. The pump(s) shall be run at its shutoff head for a period of at least one (1) minute. The pump(s) shall be run at its specified operating point (with a full force main) for a minimum of three (3) normal operating wetwell volumes per pump. These parameters shall be recorded, documented in writing, and delivered to the Engineer.
- E. All pumping equipment shall be tested to check for proper operation, proper alignment, and faulty equipment. The Contractor shall provide vibration testing by a qualified and independent testing company. This testing of the complete system shall cover all duty conditions outlined in this Section of the Specifications. The vibration testing shall be conducted in the presence of the pump field service representatives in accordance with procedures outlined in the applicable sections of the Hydraulic Institute Standards and Section 01750 EQUIPMENT CHECKOUT AND TESTING, of these specifications.
- F. In the event vibration exceeds the specified limits and the cause of the vibration is attributable to the pumping equipment, the equipment manufacturers shall make the

necessary balancing or alignment adjustments to bring the equipment to within the specified limits.

- G. At the discretion and expense of the Owner, an independent vibration analysis may be conducted on the new wastewater pump. The Contractor and manufacturer will be permitted to witness the test.
- H. The completed pump and motor installation shall be tested for sound generation in accordance with the Hydraulic Institute Standards for sound measurement from pumping equipment.
- I. Any and all alterations, modifications, additions and/or work necessary to rectify defects or non-conformance with this Section of the Specification shall be done in such a manner as to provide for the satisfactory operation of the pumps and pump motors, all at no additional cost to the Owner.
- J. All defects and defective equipment shall be replaced or corrected by methods approved by the Owner and the Engineer, at the Contractor's expense.
- K. All final adjustments necessary to place the equipment in satisfactory working order shall be made prior to the tests.
- L. If sufficient sewage is not available for the test, the Contractor shall provide water for testing. All labor and materials necessary for the test shall be furnished by the Contractor.
- M. After installation, all piping connections shall be tested for tightness in an approved manner. Should leaks be found, faulty joints shall be repaired, even to the extent of disassembling and remaking the joint, and all defective pipe and fittings shall be removed and replaced in a manner satisfactory to the Engineer.

3.03 SPARE PARTS:

- A. The Contractor shall furnish and deliver to the Owner at the site of the work the following spare parts for each equipment type, model or size, all of which shall be identical and interchangeable with similar parts installed in the work.

For the Dow Avenue Pump Station

- 1. One (1) complete set of gaskets required for the pump, for each pump.
- 2. One (1) spare mechanical seal.
- 3. Four (4) indicating panel LED lights of each color.
- 4. Provide all other spare parts as recommended in the manufacturer's standard operations and maintenance information.

For the Standish Road Pump Station

1. Four (4) indicating lights of each color.
2. Provide all other spare parts as recommended in the manufacturer's standard operations and maintenance information.

For the Magnolia Field Pump Station

1. Four (4) indicating lights of each color.
2. Provide all other spare parts as recommended in the manufacturer's standard operations and maintenance information.

For All Other Pump Stations

1. Provide all other spare parts as recommended in the manufacturer's standard operations and maintenance information.

END OF SECTION

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SECTION 13280

REMOVAL OF UNIVERSAL AND HAZARDOUS WASTE FROM BUILDINGS

PART 1 - GENERAL

1.01 GENERAL PROVISIONS:

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all sections within DIVISION 1-GENERAL REQUIREMENTS, which are hereby made part of this Section of the Specifications.
- B. Equality of material, article, assembly or system other than those named or described in this Section shall be determined in accordance with applicable provisions of the GENERAL CONDITIONS.
- C. Examine all conditions as they exist at the project before submitting a bid for the work of this Section.
- D. All provisions of this Section relating to the health and safety of workers and the general public, as well as protection of the environment are minimum standards. The Contractor is responsible for determining whether any legal requirements or prudent conservative work practices require any additional and/or more stringent protective measures, and implementing such measures if deemed necessary. Nothing in this Section shall be deemed to relieve the Contractor from any liability with respect to any such legal requirements or requirement of prudent conservative practice.
- E. All work-site preparations and practices will be conducted in accordance with all Federal, Massachusetts and appropriate Town of Arlington and other local regulations, standards and codes pertaining to worker health protection, protection of the public health and the environment, including current US Environmental Protection Agency (EPA), Department of Labor Occupational Safety and Health Administration (OSHA), US Department of Transportation (DOT), Massachusetts Division of Occupational Safety (MA DOS), Massachusetts Department of Environmental Protection (MA DEP), local and all other Federal, Commonwealth of Massachusetts and local regulations pertaining to removal, transportation and disposal.

1.02 SCOPE OF WORK - GENERAL

- A. Fluorescent Light Bulbs & Mercury-Containing Thermostats/Switches
 - 1. Remove, package, transport and dispose of all mercury/lead-containing fluorescent lamp bulbs and thermostats/switches from Site buildings as hazardous waste. Contractor shall ensure that bulbs are handled carefully and not broken or damaged.

2. Provide and secure all notifications and permits necessary for the transport and disposal of mercury/lead-containing bulbs as hazardous material.
3. Furnish all labor, materials, equipment, and services required for all work included in this Section.
4. Comply with all applicable federal, state, and local regulations, as well as all requirements set forth in these Specifications and facility requirements.
5. Decontamination and clean up following removal activities in each designated work area.
6. Perform any other work or activities required by this Specification, applicable regulations, or as necessary to perform a complete job to the satisfaction of the Owner and Engineer.
7. Provide temporary electrical wiring and services as required for removal and disposal of mercury/lead-containing bulbs.

1.03 SCOPE OF WORK - DETAILED

- A. Fluorescent Light/Mercury-Containing Vapor Lamp Bulbs Removal and Disposal: The following work shall be included as the scope of work for removal of fluorescent light bulbs:
1. All hazardous materials abatement work areas shall remain isolated from all other trades and remain inaccessible to the public. Contractor shall monitor access to these areas.
 2. Contractor shall remove all fluorescent light bulbs and/or mercury-containing vapor lamps, intact, prior to demolition activities, and to dispose of all light bulbs as mercury or lead waste in accordance with all applicable state and federal regulations. Removal and disposal of all light bulbs shall include proper packaging, transportation and disposal of waste. Contractor is required to provide and secure all notifications and permits necessary for the transportation and disposal of fluorescent light bulbs in accordance with all applicable state and federal regulations. The disposal options may include recycling or land disposal in accordance with all applicable state and federal regulations.
 3. If the Contractor elects to recycle bulbs, the Contractor is required to provide certificates of recycling for specific bulb components that can be reclaimed (i.e., glass, aluminum, etc.) and hazardous waste manifests for the toxic substances present in the bulbs (i.e., mercury, lead).
 4. Contractor shall provide manifests documenting the proper disposal of all bulbs in accordance with all applicable state and federal regulations.

5. Contractor will be required to specify the method of disposal to the Engineer and provide any information and/or documentation requested by the aforementioned parties to prove that all light bulbs have been properly packaged, labeled, transported and disposed.
- B. Mercury Thermostat/Switch Removal/Disposal: The following work shall be included as the scope of work for removal of mercury thermostats/switches.
1. All hazardous materials abatement work areas shall remain isolated from all other trades and remain inaccessible to the public. Contractor shall monitor access to these areas.
 2. Contractor shall remove all mercury-containing thermostats/switches intact, prior to demolition activities, and to dispose of mercury containing vials in accordance with all applicable state and federal regulations. Removal and disposal of all mercury thermostats/switches shall include proper packaging, transportation and disposal of waste. Contractor is required to provide and secure all notifications and permits necessary for the transportation and disposal of mercury thermostats/switches in accordance with all applicable state and federal regulations. The disposal options may include recycling or land disposal in accordance with all applicable state and federal regulations.
 3. Contractor shall provide manifests documenting the proper disposal of all thermostats/switches in accordance with all applicable state and federal regulations.
 4. Contractor will be required to specify the method of disposal to the Engineer and Consultant and provide any information and/or documentation requested by the aforementioned parties to prove that all thermostats/switches have been properly packaged, labeled, transported and disposed.

1.04 RELATED WORK SPECIFIED ELSEWHERE:

- A. The work of this section shall be performed as stated herein. In performing the work of this Section, the Contractor shall refer to other Divisions for additional procedures. The Contractor is responsible for the coordination of the work of this section with other related work.
- B. Portions of the work herein require direct coordination with the work of the above noted Related Sections. The General Contractor shall coordinate this with the work of other trades on the site.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

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SECTION 13420

FIELD INSTRUMENTS AND EQUIPMENT

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK:

Supply field instruments and equipment as shown on the Drawings and indicated herein.

1.02 SUBMITTALS TO THE ENGINEER:

In accordance with Sections 01330.

PART 2 - PRODUCTS

2.01 GENERAL:

- A. All of the equipment shall be the manufacturer's latest proven design. Specifications and drawings call attention to certain features, but do not purport to cover all details entering into the design of the instrumentation system. The completed system and the equipment furnished by the contractor shall be compatible with the functions required.
- B. Components shall be finished to the manufacturer's standard for the service intended unless otherwise indicated in the specifications or on the drawings.
- C. All electrical components of the system shall operate on 120-volt, single-phase, 60-Hertz current, or 24vdc except as otherwise noted in the specifications.
- D. Provide all required piping, connections, hangers, supports, etc. required for the equipment, unless specified to be provided by Others.

2.02 LEVEL MEASURING DEVICES:

A. Level Float Switch (LS)

- 1. Provide float switch according to the following criteria:
 - a. Non-mercury switch type liquid level displacement sensor.
 - b. Suspended from a bracket by its own cable.
 - c. Electrical cable length as require for each level switch with 24 inches for future field adjustment.
- 2. Float switches shall be Model CFS by Dywer Instruments, Inc., Michigan City, IN, Model LS-10 by Gems, or approved equal.

PART 3 - EXECUTION

3.01 GENERAL:

- A. All instrumentation shall be installed in accordance with state and local building and electrical codes, general instrumentation practices, and manufacturer's requirements. All equipment shall be fully tested and calibrated. All instrumentation shall operate in accordance with the design intent. Provide documented record drawings. The Engineer shall review all instrumentation and controls at the time of startup, and all corrections made by the Contractor as required.

3.02 START-UP AND TESTING:

- A. In accordance with Specification Division 1.
- B. Owner/Engineer shall witness the float switch being demonstrated and all alarms associated with the float switch being activated.

3.03 WARRANTY:

- A. Warranty shall be in accordance with Division 1.

END OF SECTION

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SECTION 13422

TRACKING AND ALARM SYSTEMS

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This section of the specification covers the furnishing and installation of the Wireless Tracking and Alarm System.
- B. The Mission M-110 unit provides wireless monitoring of pump station operations and notifications of pump station alarms.
- C. The Mission M-80 provides wireless notification and tracks the time and duration of a surcharge or overflow when the unit's floats are tripped.

1.02 RELATED WORK:

- A. SECTION 01330, SUBMITTALS

1.03 DESIGN OF EQUIPMENT:

- A. All of the equipment shall be the manufacturer's latest and proven design and installed as indicated on the drawings.

1.04 QUALITY ASSURANCE:

- A. The Tracking and Alarm Systems shall have a five-year replacement warranty for failure of malfunction of hardware due to leakage, battery, parts or performance.

1.05 REFERENCES:

- A. The following standards form a part of this specification as referenced.

Environment: Class 1, Div 2 Groups, C & D hazardous environments

1.06 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

- A. Prior to purchase, fabrication, and delivery to the site, the Contractor shall furnish to the Engineer details, shop drawings, catalog data sheets and other such descriptive drawings and materials as may be required to fully describe the equipment proposed and its conformance with the specifications.
- B. All submittals shall contain six (6) copies of the material to be reviewed and shall be complete, neat and orderly.

- C. Furnish operation and maintenance manuals.

PART II - PRODUCTS

2.01 MANHOLE WIRELESS TRACKING AND ALARM SYSTEM

- A. The unit shall be a Model M-80 "Manhole Monitor" Tracking and Alarm System by Mission Communications. The local representative is Hayes Pump, Inc., 66 Old Powder Mill Road, W. Concord, MA 01742, Tel: (978) 369-8800.
- B. The system shall notify the Owner, through a customer web site that MISSION provides. Alarms shall be sent to the phone, text, pager, fax, email, and/or OPC of the Owners choice and track the time and duration of a surcharge or overflow.
- C. Two floats shall be provided for surcharge and overflow levels.
- D. The unit shall be waterproof, self-contained and suitable for Class 1, Division 2, Groups D and C hazardous environments.
- E. The unit shall use fourth generation (4G) cellular transmissions.
- F. The unit shall use an in-ground antenna, installed below the paved road surface.

2.02 PUMP STATION WIRELESS TRACKING AND ALARM SYSTEM:

- A. The Town's pump stations to be monitored are not continuously manned. The pump stations shall utilize a passive alarm system. This type of system stands alone until an alarm occurs. Each alarm shall be annunciated on a local panel. In addition, a cellular based autodialer, having the capabilities for monitoring and control as specified elsewhere in this section and programmed to accept different phone numbers, shall transmit the alarm. The communications link shall be cellular.
- B. The autodialer monitoring unit shall act independently of any other equipment. The unit shall be programmed to dial preset telephone numbers. In the event of an alarm the unit shall call the first programmed telephone number. Until acknowledged, the unit shall repeat the telephone call for a pre-set number of cycles. If the alarm is still not acknowledged within the allotted time frame the next telephone call initiated shall be to the second telephone number. The telephone calling sequence is repeated indefinitely until an acknowledgment. The pump station personnel on call can then call the alarmed pump station, acknowledge the alarm condition and query the alarm status. In addition to telephone notifications, the unit shall also be able to transmit alarms to pagers, emails, and/or faxes. The autodialer/monitoring unit shall record all pump station data to a website that can be accessed from remote PC's. The Contractor shall pay for the first year of cellular service as part of the installation.

- E. The acceptable manufacturer/model shall be Mission Communications, Norcross, GA, model M-110 (or M-112 when applicable). The local representative is Hayes Pump, Inc., 66 Old Powder Mill Road, W. Concord, MA 01742, Tel: (978) 369-8800.
- F. The autodialer monitoring unit shall have been programmed to initiate the dialing sequence upon sensing a power failure.
- G. The autodialer monitoring unit shall have the following features:
- Field programmable telephone numbers
 - Ability to be queried
 - Sealed switches
 - Surge protection on every power, and input line
 - Emergency power battery constantly recharged by a regulated charger - 24 hour backup operating capacity
 - Operating on 105-135 VAC, 60 HZ
 - Adjustable number of message repetitions and repeats per cycle
 - Adjustable delay between alarm callouts
 - Local Enabling/Disabling switch
 - Tone signal or rotary phone service compatible
 - 16 digital, 2 analog, 2 pulse counter, and 1 key reader inputs
 - Alarms will be sent to the phone, text, pager, fax, email, and/or OPC of the Owners choice
 - Multiple alarm notification type delivery outlined above
 - Synthesized voice messages
 - E-mail
 - Data storage on manufacturer based web site
 - Track hourly pump run times
- H. The autodialer monitoring unit shall be furnished in a NEMA Type 1 enclosure (or NEMA 4x as designated on the drawings) for mounting in or outside (when applicable) the service cabinet.
- I. The autodialer monitoring unit shall utilize cellular systems for the transmission of data and alarms. The Contractor shall work with the manufacturer to determine which cellular service provider is suitable for the location of each installation.
- J. The following alarms shall be transmitted from the pump station by the monitoring autodialer on separate channels:
- Pump 1 Failure
 - Pump 2 Failure
 - Pump 3 Failure (at Dow Avenue PS Only)
 - Wetwell High Level
 - Wetwell Low Level
 - Power Failure
 - Pump Room Flood

- Generator Failure (if applicable)
- Intrusion
- Loss of Air Compressor

- K. The system shall also be able to track the runtimes and start/stops for a maximum of three pumps. The user shall then be able to set up input setpoint numbers such that they can receive alerts and/or alarms for a pump exceeding the setpoint runtimes and/or start/stops.

PART III - EXECUTION

3.01 INSTALLATION:

- A. The Contractor shall install the Tracking and Alarm System as per the manufacturer's specification at the location indicated on the drawings.
- B. The Contractor shall obtain the services of a technical representative from the manufacturer to inspect the installation and make any needed adjustments prior to start-up, as per SECTION 01750 – EQUIPMENT CHECKOUT AND TESTING.
- C. If there is not a suitable cellular signal for the autodialer monitoring unit, the Contractor shall utilize the existing conduits and antenna masts at the pump stations for mounting of an external antenna to obtain a suitable cellular signal.

3.02 START-UP AND TRAINING:

- A. Supervisory services of a technical representative from the manufacturer shall be provided by the Contractor for a period of one four-hour day for start-up and training of the Owner on equipment, as per SECTION 01752 – STARTUP AND TESTING.

END OF SECTION

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SECTION 15110

VALVES AND APPURTENANCES (FOR WASTEWATER PROCESSES)

PART 1 - GENERAL

1.01 WORK INCLUDED:

The Contractor shall furnish and install valves and appurtenances as indicated on the drawings and in the specifications and as herein specified, including all labor, material, equipment and incidentals required. All valves shall open counterclockwise unless otherwise indicated.

1.02 RELATED WORK:

- A. Section 09900, PAINTING
- B. Section 15140, PROCESS PIPE AND FITTINGS

1.03 QUALITY ASSURANCE:

Insofar as possible, gate, ball, butterfly, globe, angle and check valves shall be the product of one manufacturer who has had long experience in the design of valves and whose products have proven reliable in service in similar installations over a reasonable period of years. The valves shall be designed so that parts subjected to wear may be easily replaced and shall be constructed of wear-resistant materials.

1.04 REFERENCES:

- A. The following standards form a part of this specification, as referenced:

American Society for Testing and Materials (ASTM)

ASTM	A120	Specification for Black and Hot-Dipped Zinc-Coated (Galvanized) Welded and Seamless Steel Pipe for Ordinance Uses
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American National Standards Institute (ANSI)

ANSI	B16.1	Cast Iron Pipe Flanges and Flanged Fittings, Class 125.
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ANSI	B16.10	Standard Face-to-Face and End-to- End Dimensions of Ferrous Valves.
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American Water Works Associations (AWWA)

AWWA	C500	Gate Valves for Ordinary Water Works Service.
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Federal Specifications (FS)

FS	WW-V-54C	Amendment 1, Type I or II, Class A for Valve Gate, Bronze (125, 150 and 200 lb., Screwed, Flanged Solder - End, for Land Use).
FS	WW-V-51D	Valve, Bronze, Angle, Check and Globe 125, 150 and 200 Pound Screwed, Flanged or Solder-End (For Land Use)
FS	WW-V-35C	Valve, Ball
FS	TT-V-51F	Varnish, Asphalt

1.05 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

Submit to the Engineer for review, six (6) sets of complete shop drawings plus operating and maintenance instructions for each item furnished.

PART 2 - PRODUCTS

2.01 GENERAL:

- A. All hand wheels, operating nuts and key stops shall be turned counterclockwise to open the valves. Handwheels shall be of ample size and shall have an arrow and the word "open" cast thereon to indicate the direction of opening.
- B. Unless otherwise specified in the specifications or on the drawings, all flanged valves shall conform to ASA Specification B16.1 and ANSI Specification B16.10.
- C. It shall be the Contractor's responsibility to make the valve or gate manufacturer aware of the type of service to which the valve or gate will be subjected and the nature of the materials (i.e. sewage, sludge, chemicals, etc.) which it will handle, and to make sure that all materials used in the manufacture of the valve or gate are suitable for the use intended.
- D. These specifications direct attention to certain features but do not purport to cover all details entering into the design of the equipment. All parts shall be so designed and proportioned as to have liberal strength, stability, and stiffness, and to be especially adapted for the work done.

2.02 GATE VALVES LARGER THAN 3-INCHES:

- A. Unless otherwise specified or approved, all gate valves larger than 3-inches in diameter shall be iron body, bronze mounted, solid wedge gate valves, with mechanical joint or flanged ends, as indicated on the drawings or herein specified, and shall conform to applicable section of AWWA Standard C500. These valves shall be designed for a

working water pressure of at least 175 psi for sizes up to 12-inches in diameter and at least 150 psi for sizes 14-inch and larger in diameter.

- B. All exposed valves shall be O.S. and Y, except that where indicated on the drawings or where limited operating room requires, exposed valves shall be non-rising stem with handwheel. All exposed valves 3-inches and larger shall be flanged unless otherwise shown on the drawings. Bronze gate rings shall be fitted into grooves of dovetail or similar shape in the gates. Bodyseat rings shall be threaded, bronze and screwed into the body.
- C. Stuffing box follower bolts shall be of steel and the nuts shall be of bronze.
- D. O-ring stuffing boxes may be used.
- E. The design and machining of the valves shall be such as to permit packing the valves without undue leakage while they are wide open and in service.
- F. Valves shall be made by The William Powell Co., Cincinnati, OH; Crane Co., Chicago, IL; Jenkins Bros., New York, NY; or approved equal.

2.03 GATE VALVES 3-INCHES AND SMALLER IN SIZE:

- A. Unless otherwise indicated on the drawings, specified or approved, gate valves 3-inches and smaller shall be standard, bronze body and bonnet with bronze solid wedge disc and trim, rising stem type gate valves with screwed ends for 125 lb. working steam pressure. Buried valves shall be inside screw, non-rising stem valves provided with operating nut and gate box. All valves 3-inches and smaller shall conform to Federal Specifications WW-V-54C, Amendment 1, Type I or II, Class A for Valve, Gate, Bronze (125, 150 and 200 Pound, Screwed, Flanged, Solder-End, for Land Use). Valve stems shall be silicon-bronze.
- B. Valves shall be made by the William Powell, Co, Cincinnati, Ohio;; Crane Co., Chicago, Illinois; Nibco, Inc., Elkhart, Indiana; or approved equal.

2.04 CHECK VALVES:

- A. Unless otherwise specified or approved, all check valves 3-inches and larger shall be 175 lb. W.O.G., flanged, iron body, bronze-mounted, swing type, check valves with bolted covers and equipped with levers and counter-weights.
- B. Unless otherwise specified or approved, all check valves 2 1/2-inches and smaller shall be standard all brass or bronze, swing check valves with screwed or solder ends suitable for 150 lb working steam pressure. They shall conform to Federal Specification WW-V-51D Interim Amendment 1, for "Valve Bronze; Angle, Check and Globe 125, 150 and 200 Pound Screwed, Flanged, or Solder (For Land Use), Type IV, Class B."

- C. Where so indicated or required, check valves shall be of a type suitable for mounting in a vertical position. Insofar as possible check valves in pipelines carrying sewage or sludge shall be installed horizontally.
- D. Valves shall be made by M & H Valve and Fittings Co., Anniston, AL; Walworth Co., Bala Cynwyd, PA; Clow Corp., Bensenville, IL; or Crane Co., Chicago, IL; or approved equal.

2.05 PLUG VALVES:

- A. Plug valves shall be of the non-lubricated rectangular port; eccentric type with neoprene faced plugs and shall be furnished with flanged joint ends. Flanged valves shall be faced and drilled to ANSI B 16.1 Class 125. Valve bodies and plugs shall be made of ASTM A 126, Class B cast-iron. All exposed nuts, bolts, springs, washers, etc., shall be zinc plated. Resilient plug facings shall be neoprene suitable for use with sewage. Valves shall be furnished with corrosion resistant seats, which comply with AWWA Standard C507 and with AWWA Standard C504. Valve shaft seals shall comply with AWWA Standard C507, and with AWWA C504 and shall be replaceable without valve or gear disassembly.
- B. Valves shall provide drip-tight shutoff up to the full pressure rating.
- C. All valves shall be hydrostatically pressure tested at 175 psi by the manufacturer.
- D. All valves shall be 100% full port design.
- E. Existing plug valves are by DeZurik Water Controls. New plug valves must have same flange to flange dimension as existing in order to fit within existing pipe layout.
- F. The new plug valves shall be as manufactured by DeZurik Water Controls, Sartell, MN or approved equal.

2.06 3-WAY PLUG VALVES:

- A. 3-Way Plug Valves shall be provided with a "single style plug" which shall permit straight through and 90 degree flow combinations. The plug valve shall be non-lubricated, tapered type. Drip tight shutoff plug shall be mounted in 316 stainless steel plug bearings. Valve bodies shall be rated to 125 psig working pressure. Body shall be cast iron. Plug facing shall be neoprene. Valve shall be operated with a single lever actuator providing lift, turn, and reseal action. The lever shall have a locking device to hold the plug in the desired position.
- B. 3-Way Plug valves shall be as manufactured by DeZurik Water Controls, Sartell, MN or approved equal.

2.07 AIR RELEASE VALVES:

- A. Air release valves are designed to vent air to atmosphere during initial priming or unattended repriming cycles of suction lift pumps. Upon completion of the priming or repriming cycle, the valve shall automatically close operating solely on discharge pressure to prevent excess recirculation. A visible indication of valve closure shall be evident. Valves which connect to the suction line or rely on vacuum pumps shall not be acceptable.
- B. The air release valve shall be constructed of UV-inhibiting, high impact composite polyester containing not less than 30% glass-filler. The valve body shall incorporate an internal passageway that allows all debris to pass through the valve chamber between operational cycles, thus making the valve self-cleaning upon sequential cycles. The valve diaphragms shall be EPDM, and shall incorporate a polyester mesh sufficient to withstand 250 PSI of pressure. Diaphragm materials of lesser-rated durability will not be deemed equal.
- C. The vertical valve plunger shall be constructed of Acetal and at least 20% PTFE fluorocarbon filler (DuPont Teflon or equivalent). The independent, dual diaphragms and single, vertical valve plunger shall incorporate a media fluid that passes through an orifice and separates the actions of each. This media fluid will impart sufficient energy for each diaphragm to act on the other to cause a metered stroke, allowing for predictable mechanical movement, thus opening and closing the valve smoothly, preventing chatter and harsh ramming forces. Valves with a single horizontal shaft or that do not incorporate straight-through passageways or media-limiting orifices will not be acceptable. The valve "seat" shall permit a prescribed bypass of the liquid being pumped to ensure that the valve does not become hydraulically locked in submerged discharge piping configurations.
- D. The valve shall employ an externally-adjustable restrictor for applications below four feet of static discharge head. Valves having no means to accurately adjust their action, or which require spring selection and lubrication are unacceptable. Being mechanically maintenance-free, provisions for clearing debris in the internal passageway normally associated with valves of this type are incorporated in the valve design and are accessible with only normal hand tools.
- E. The valve body shall incorporate passageways having minimal constrictions and no directional course changes integral to the body of the valve. The inlet shall be 1 inch NPT female and the discharge outlet shall be 1-1/4 inch NPT female, assuring that any debris that makes its way through the valve body will have unobstructed passage back to the source. Valves having smaller throughput, bends or turns that restrict or impede flow and create pockets or traps for debris shall not be acceptable. The valve shall be mounted horizontally, 90 degrees to the vertical plunger by means of an integral mounting bracket.
- F. The valve shall be able to operate on applications ranging from four to 400 feet of water column without the need for adjustment or interchange of springs or other parts.

2.08 BALL VALVE

- A. Ball valves 2-1/2-inches and smaller shall be 150 lb. bronze valves with screwed ends as hereinbefore specified, and body material shall conform to Standard Specification for Composition Bronze or Ounce Metal Castings, ASTM B62. Stems shall be made of wrought silicon bronze. If the manufacturer does not furnish this stem material in the class specified, the valves shall be furnished in the next higher class in which the stem material is available.

2.09 SHOP PAINTING:

- A. Before exposure to the weather and after thorough cleaning to remove all rust, dirt, grease and other foreign matter, the valves, and appurtenances shall be painted in the shop as specified below.
- B. Ferrous surfaces which will be submerged shall be cleaned by sandblasting to remove all foreign matter.
- C. Interior surfaces of all valves, the exterior surfaces of buried or submerged valves and gates, and miscellaneous piping appurtenances shall be given a shop finish of an asphalt varnish conforming to Federal Specification TT-V-51c, for Varnish, Asphalt.
- D. After thorough cleaning, exterior surfaces of various parts of valves and miscellaneous piping appurtenances exposed within the building shall be given one shop coat of an approved rust-inhibitive primer compatible with the field coats and applied in accordance with the instructions of the paint manufacturer.
- E. Ferrous surfaces obviously not to be painted shall be given a shop coat of grease or other suitable rust-resistant coating.

PART 3 - EXECUTION

3.01 INSTALLATION:

All valves shall be carefully erected and supported in their respective positions free from all distortion and strain. Care shall be taken to prevent damage or injury to the valves or appurtenances during handling and installation. All material shall be carefully inspected for defects in workmanship and materials, all debris and foreign material cleaned out of valve openings and seats, all operating mechanisms operated to check their proper functioning, and all nuts and bolts checked for tightness. Valves and other equipment which do not operate easily or are otherwise defective shall be repaired or replaced at the Contractor's expense.

3.02 FIELD PAINTING:

Field painting of valves shall be in accordance with Section 09900, PAINTING.

END OF SECTION

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SECTION 15140

PROCESS PIPE AND FITTINGS

PART 1 - GENERAL

1.01 WORK INCLUDED:

This section covers furnishing, laying, jointing, and testing of process pipe within the pump station, including fittings, special castings and appurtenant work, as indicated on the drawings and as specified.

1.02 RELATED WORK:

- A. Section 09900, PAINTING
- B. Section 15110, VALVES AND APPURTENANCES (SEWER)

1.03 QUALITY ASSURANCE:

- A. All pipe and fittings shall be inspected and tested at the foundry as required by the standard specifications to which the material is manufactured.
- B. The Owner reserves the right to have any or all pipe, fittings, and special castings inspected and/or tested by an independent service at either the manufacturer's plant or elsewhere. Such inspection and/or tests shall be at the Owner's expense.

1.04 REFERENCES:

The following standards form a part of this specification and indicate the minimum standards required:

American Society for Testing and Materials (ASTM)

- | | |
|-----------|---|
| ASTM A53 | Specification for Welded and Seamless Steel Pipe |
| ASTM A120 | Specification for Black and Hot-Dipped Zinc-Coated (Galvanized) Welded and Seamless Steel Pipe for Ordinance Uses |

American National Standards Institute (ANSI)

- | | |
|-------------|--|
| ANSI A21.4 | Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water |
| ANSI A21.10 | Ductile-Iron and Gray-Iron Fittings, 3-inches through 48-inches, for Water and Other Liquids |

- ANSI A21.11 Rubber Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
- ANSI A21.15 Flanged Ductile-Iron Pipe with Threaded Flanges
- ANSI A21.50 Thickness Design of Ductile-Iron Pipe
- ANSI A21.51 Ductile-Iron Pipe, Centrifugally Cast in Metal or Sand-Lined Molds for Water or Other Liquids
- ANSI A21.53 Ductile-Iron Compact Fittings, 3 inch Through 16 inch., for Water and Other Liquids.
- ANSI B16.12 Cast Iron Screwed Drainage Fittings

American Water Works Association (AWWA)

- AWWA C606 Standard for Grooved and Shouldered Joints
- AWWA C651 Standard for Disinfecting Water Mains

American Society for Testing and Materials (ASTM)

- ASTM A53 Pipe, Steel, Black and Hot-Dipped, Zinc-Coated (Galvanized) Welded and Seamless
- ASTM A307 Low-Carbon Steel, Externally and Internally Threaded Standard Fasteners

1.05 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

- A. Six sets of shop drawings shall be furnished for review.
- B. Shop drawings shall consist of manufacturer's scale drawings, cuts, or catalogs including descriptive literature and complete characteristics and specifications and code requirements. Shop drawings shall be submitted for the ductile iron pipe, type of joint, fittings, couplings, filling rings, and lining and coating in accordance with specifications.
- C. Sworn certificates shall be furnished to the Engineer verifying the results of tests called for in subsection 1.03, Quality Assurance.
- D. Pipe support design calculations stamped and approved by a Professional Engineer registered in the state where the project is located.

PART 2 - PRODUCTS

2.01 DUCTILE IRON PIPE:

- A. All ductile iron pipe shall be designed in accordance with ANSI A21.50 and shall be manufactured in accordance with ANSI A21.51.
- B. Pipe for use with sleeve type couplings shall be as specified above except that the ends shall be plain (without bells or beads). The ends shall be cast or machined at right angles to the axis.
- C. Pipe for use with grooved type couplings shall have ends grooved in accordance with AWWA C606.
- D. Pipe thickness class, unless otherwise indicated:
 - 1. Minimum thickness class shall be Class 53 for use with threaded flanges.
 - 2. For grooved couplings, minimum thickness class shall be Class 53 for pipe smaller than 18-inches and Class 56 for pipe 18-inches and larger.
- E. Machined surfaces shall be cleaned and coated with a suitable rust-preventative coating at the shop immediately after being machined.
- F. The inside of pipe and fittings shall be given a coating of Protecto 401 Ceramic Epoxy Interior Coating in accordance with coating manufacturers recommendations and applied at a 40 mils nominal thickness to interior surfaces of the pipe; or a fusion bonded epoxy [FBE] primer at 5 mils thickness and a fusion bonded polyethylene [FRP] surface coating, which may be used for pipe fittings.
- G. The outside of pipe and fittings within structures shall not be coated with the bituminous coating, but shall be thoroughly cleaned as recommended by the coating manufacturer and given one shop coat of 69-1211 H.B. Epoxoline II primer made by Tnemec Company, Inc.; Multiprime made by Pittsburgh Plate Glass Co., Pittsburgh, PA; Recoatable Epoxy Primer B67H5/R5 made by Sherwin-Williams Company; or an approved equal product.

2.02 JOINTS:

- A. Flanged joints shall conform to ANSI A21.15 except that special drilling or tapping shall be provided as necessary to ensure correct alignment and bolting.
- B. Flanged pipe shall use long-hub flanges which shall be screwed on tight at the foundry by machine before they are faced and drilled.

2.03 FITTINGS:

- A. Fittings shall conform to the requirements of ANSI A21.10 and shall be of a pressure classification at least equal to that of the pipe with which they are used.
- B. Flanged fittings shall be faced and drilled in accordance with ANSI A21.10 except that special drilling or tapping shall be provided as necessary to ensure correct alignment and bolting.
- C. Provide ductile-iron grooved-end fittings conforming to ANSI A21.10 for center-to-face dimensions.
 - 1. End preparation for grooved-ends conforming to AWWA C606 for flexible or rigid joints as required by type of joint.
 - 2. Minimum wall thickness of grooved fittings 12-inch and smaller conforming to ANSI A21.53.
 - 3. Minimum wall thickness of grooved fittings larger than 12-inch conforming to ANSI A21.10.
- C. Fittings shall be provided with standard bosses where so indicated.
- D. The inside of pipe and fittings shall be given a coating of Protecto 401 Ceramic Epoxy Interior Coating in accordance with coating manufacturers recommendations and applied at a 40 mils nominal thickness to interior surfaces of the pipe; or a fusion bonded epoxy [FBE] primer at 5 mils thickness and a fusion bonded polyethylene [FRP] surface coating, which may be used for pipe fittings.
- E. The outside of pipe and fittings within structures shall not be coated with the bituminous coating, but shall be thoroughly cleaned as recommended by the coating manufacturer and given one shop coat of 69-1211 H.B. Epoxoline II primer made by Tnemec Company, Inc.; Multiprime made by Pittsburgh Plate Glass Co., Pittsburgh, PA; Recoatable Epoxy Primer B67H5/R5 made by Sherwin-Williams Company; or an approved equal product.

2.04 FILLING RINGS:

The Contractor shall provide suitable filling rings where the layout of the flanged piping is such as to necessitate their use. In materials, workmanship, facing and drilling, such rings shall conform to the 125-lb. ANSI Standard. Filling rings shall be of suitable length with nonparallel faces and corresponding drilling if necessary, to ensure correct assembly of the adjoining piping or equipment.

2.05 GASKETS, BOLTS, AND NUTS:

- A. For flanged joints, gaskets shall be a minimum of 1/8-inch thick full face gaskets.

- B. Gaskets shall be of a composition suitable for exposure to the liquid within the pipe.
- C. Flanged joints shall be either made with bolts, bolt studs with a nut on each end, or studs with nuts where the flange is tapped. The number and size of bolts shall conform to the same ANSI Standard as the flanges. Bolts and nuts shall, except as otherwise specified or noted on the drawings, be heavy hex Grade B conforming to ASTM A307. Bolt studs and studs shall be of the same quality as machine bolts.

2.06 GALVANIZED PIPE AND FITTINGS

- A. All galvanized piping 2-1/2-inches and smaller shall be composed of standard-weight, galvanized-steel pipe with screwed ends and galvanized, cast iron screwed drainage fittings.
- B. All galvanized pipe and fittings shall conform to the listed ASTM and ANSI Specifications as applicable, unless otherwise indicated.

PART 3 - EXECUTION

3.01 HANDLING AND CUTTING PIPE:

- A. Any pipe or fitting which has a damaged lining, scratched or marred machine surface, and/or abrasion of the pipe coating or lining shall be rejected and removed from the job site.
- B. Any fitting showing a crack and any fitting or pipe which has received a severe blow that may have caused an incipient fracture, even though no such fracture can be seen, shall be marked as rejected and removed at once from the work.
- C. In any pipe showing a distinct crack and in which it is believed there is no incipient fracture beyond the limits of the visible crack, the cracked portions, if so approved, may be cut off by and at the expense of the Contractor before the pipe is laid so that the pipe used may be perfectly sound. The cut shall be made in the sound barrel at a point at least 12-inches from the visible limits of the crack.
- D. Except as otherwise approved, all cutting shall be done with a machine suitable for cutting ductile iron pipe. Hydraulic squeeze cutters are not acceptable. Travel type cutters or rotary type abrasive saws may be used. All cut ends shall be examined for possible cracks caused by cutting.
- E. The Contractor's attention is directed to the fact that damage to the lining of pipe or fittings will render them unfit for use; he shall use the utmost care in handling and installing lined and coated pipe and fittings to prevent damage. Protective guards shall not be removed until the pipe is to be installed.

- F. Lined and coated pipe and fittings shall be assembled and installed with approved packing or gaskets of the type recommended by the pipe manufacturer for the particular lining used.
- G. Castings to be encased in masonry or concrete shall be accurately set with the bolt holes, if any, carefully aligned. OMNI*SLEEVE shall be installed per manufacturer's instructions.
- H. Immediately prior to being set, castings shall be thoroughly cleaned of all rust, scale and other foreign matter.

3.02 INSTALLING PIPE AND FITTINGS:

- A. No defective pipe or fittings shall be laid or placed in the piping, and any piece discovered to be defective after having been laid or placed shall be removed and replaced by a sound and satisfactory piece.
- B. Pipes and fittings shall be subjected to a careful inspection and a hammer test just before being installed.
- C. Before the pieces are assembled, rust-preventive coatings shall be removed from machined surfaces. Pipe ends, sockets, sleeves, housings, and gaskets shall be thoroughly cleaned and all burrs and other defects shall be carefully smoothed.
- D. Each pipe and fitting shall be cleared of all debris, dirt, etc., before being laid and shall be kept clean until accepted in the completed work.
- E. Flanged joints shall be made up tight, care being taken to prevent undue strain upon pump nozzles, valves, and other pieces of equipment.
- F. Pipe and fittings shall be laid accurately to the lines and grades indicated on the drawings or as required by the Engineer. Care shall be taken to ensure good alignment both horizontally and vertically.
- G. Castings to be encased in masonry shall be accurately set with the bolt holes, if any, carefully aligned.
- H. Immediately prior to being set, castings shall be thoroughly cleaned of all rust, scale and other foreign material.

3.03 PRESSURE AND LEAKAGE TESTS:

- A. Prior to the pressure and leakage tests, the piping shall be thoroughly cleaned of all dirt, dust, oil, grease and other foreign material. This work shall be done with care to avoid damage to linings and coating.
- B. Except as otherwise required by the Engineer, all pipelines shall be given combined pressure and leakage tests in sections of approved length. The Contractor shall furnish and install suitable temporary testing plugs or caps; all necessary pressure pumps, pipe

connections, meters, gates, and other necessary equipment; and all labor required. The Owner or Engineer may monitor the tests using their own gages.

- C. Subject to approval and provided that the tests are made within a reasonable time considering the progress of the project as a whole, and the need to put the section into service, the Contractor may make the tests when he desires.
- D. The section of pipe to be tested shall be filled with water of approved quality, and all air shall be expelled from the pipe. If hydrants and blowoffs are not available at high points for releasing air, the Contractor shall make the necessary taps at such points, including required excavation and backfilling, and shall plug said holes after completion of the test.
- E. The section under test shall be maintained full of water for 24 hours prior to the combined pressure and leakage test being applied.
- F. The pressure and leakage test shall consist of first raising the water pressure (based on the elevation of the lowest point of the section under test, corrected to the gage location) to a pressure in pounds per square inch numerically equal to the pressure rating of the pipe. If the Contractor cannot achieve the specified pressure and maintain it for a period of one hour, the section shall be considered as having failed to pass the pressure test.
- G. Following or during the pressure test, the Contractor shall conduct a leakage test by metering the flow of water into the pipe while maintaining pressure equal to the pressure rating of the pipe. If the average leakage during a two-hour period exceeds a rate of 11.6 gallons per inch of diameter per 24 hours per mile of pipeline, the section shall be considered as having failed the leakage test.
- H. If the section fails to pass the pressure and leakage test, the Contractor shall do everything necessary to locate, uncover, and repair or replace the defective pipe, fitting, or joint, all at his own expense and without extension of time for completion of the work. Additional tests and repairs shall be made until the section passes the specified test.
- I. If, in the judgment of the Engineer, it is impracticable to exactly follow the foregoing procedure, modifications in the procedure may be made as required and approved. The Contractor will still be responsible for providing a line, which satisfies the above leakage and pressure requirements.

END OF SECTION

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SECTION 16050

BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 GENERAL

1.01 GENERAL PROVISIONS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Any duplication or omission of provisions in this project should be brought to the attention of the Owner prior to Bidding.

1.02 DESCRIPTION

- A. The General Conditions and Supplementary General Conditions are a part of this Division and are to be considered a part of this Contract.
- B. Where items of the General Conditions and Supplementary General Conditions are repeated in other Sections of the Specifications, it is merely intended to qualify or to call particular attention to them. It is not intended that any other parts of the General Conditions and Supplementary General Conditions shall be assumed to be omitted if not repeated therein. This Section applies equally and specifically to all Contractors supplying labor and/or equipment and/or materials as required under each Section of this Division. Where conflicts exist between the drawings and the specifications or between this section of the specifications and other sections, the more stringent or higher cost option shall apply.
- C. It is the intent of this Section of the Specifications to establish a standard of quality and performance characteristics for basic materials and installation methods used in building electrical systems.

1.03 GENERAL REQUIREMENTS

- A. This contract is for all labor, materials and equipment required for installation. The system shall be complete and finished in all respects, tested and ready for operation. Work shall include calibration of equipment with factory settings. All materials, equipment and apparatus shall be new and of first class quality.
- B. Any apparatus, appliance, material or work not shown on Drawings but mentioned in the Specifications, or vice versa, or any incidental accessories or minor details not shown but necessary to make the work complete and perfect in all respects and ready for operation, even if not specifically mentioned, shall be provided by the Contractor without additional expense to the Owner.
- C. Location of all existing systems and equipment shown on floor plans is based on the best available information. The Contractor shall verify all dimensions and locations of existing systems and equipment in the field and adjust as necessary.
- D. Certain items of existing equipment may be indicated for removal or relocation. Items noted for removal shall be disconnected and turned over to the Owner or

disposed of by the Contractor if the Owner so requests. If instructed to dispose of items, the Contractor shall remove the items from the premises and dispose of them in a safe, legal and responsible manner and location. Items noted for relocation are intended for reuse in another location as designated on the Drawings. It shall be the responsibility of the Contractor to remove the material from its present location, store the material in a safe place and reinstall the material in its new location. Questions regarding the suitability of the material or equipment shall be brought to the attention of the Owner and Engineer in writing.

- E. Wherever a particular piece of equipment, device or material is specifically indicated on the Drawings by model number, type, series or other means, that specification shall take precedence over equipment or materials specified herein. For example: If a particular switch is specified on the Drawings, its specification takes precedence over switch specified herein.

1.04 MATERIAL AND EQUIPMENT QUALIFICATIONS

- A. All materials and apparatus required for the work, except as otherwise specifically indicated, shall be new, of first-class quality, and shall be furnished, delivered, erected, connected and finished in every detail and be so selected and arranged as to fit properly into the building spaces. Where no specific type or quality of material is given, a first-class standard article as accepted by industry standards shall be furnished.
- B. Provide materials and equipment that are products of manufacturers regularly engaged in the production of such products which are of equal quality, design and workmanship. Products shall have been in satisfactory commercial or industrial use for 2 years prior to bid opening. The 2-year period shall include applications of equipment and materials under similar circumstances and of similar size as required for this project. The product shall have been on sale on the commercial market through advertisements, manufacturers' catalogs, or brochures during the 2-year period. Where two or more items of the same class of equipment are required, these items shall be products of a single manufacturer.
- C. Manufacturer's Nameplate: Each item of equipment shall have a nameplate bearing the manufacturer's name, address, model number, and serial number securely affixed in a conspicuous place; the nameplate of the distributing agent will not be acceptable.

1.05 DEMOLITION

- A. All required demolition work shall be performed by the respective electrical trades. All demolition work shall be performed in a neat and orderly fashion.
- B. In general, it shall be the responsibility of the Contractor to remove demolished equipment, materials etc., from the site and properly dispose of it. If the Owner shall so request, however, the Contractor shall turn over demolished equipment, etc., to the Owner for the Owner's use.

1.06 CUTTING AND PATCHING

- A. Cutting and patching shall be performed under Division 1. The Contractor shall furnish sketches showing the location and sizes of all openings, chases, etc., required for the installation of work.

- B. Exercise extreme caution when core drilling or cutting openings in floor slabs to avoid cutting or damaging structural members. No structural members shall be cut without the written acceptance of the Structural Engineer and all such cutting shall be done in a manner required by him.
- C. Upon written instructions from the Architect, uncover and restore Work to provide for Architect/Engineer observation of concealed Work.

1.07 WATERPROOFING

- A. Where any work pierces waterproofing, including waterproof concrete and floors in wet areas, the method of installation shall be reviewed by the Engineer before work is done. The Contractor shall furnish all necessary sleeves, caulking and flashing required to make openings absolutely watertight.

1.08 FIRESTOPPING

- A. Fire stopping shall be provided for the following:
 - 1. Penetrations through fire-resistance-rated floor and roof construction including both empty openings and openings containing cables, conduits, and other penetrating items.
 - 2. General: Provide fire stopping systems that are produced and installed to resist the spread of fire, according to requirements indicated, and the passage of smoke and other gases.
- B. Project Conditions:
 - 1. Environmental Conditions: Do not install fire stopping when ambient or substrate temperatures are outside limits permitted by fire stopping manufacturers or when substrates are wet due to rain, frost, condensation, or other causes.
 - 2. Ventilation: Ventilate fire stopping per fire stopping manufacturers' instructions by natural means or, where this is inadequate, forced air circulation.

1.09 TEMPORARY OPENINGS

- A. The Contractor shall ascertain from an examination of the Drawings whether any special temporary openings in the building will be required for the admission of apparatus provided under this Division and shall notify the Owner or the Construction Manager accordingly. In the event of failure of the Contractor to give sufficient notice in time to arrange for these openings during construction, the Contractor shall assume all costs of providing such openings thereafter.

1.10 IDENTIFICATION

- A. All basic materials such as conduit, wiring, devices, etc., shall have clearly printed on the material the manufacturer's name, the material grade, gauge, thickness, type or any other pertinent data to identify and/or specify the required methods of attachment, welding, etc. Unmarked material will not be accepted.

- B. All component parts of each item of equipment or device shall bear the manufacturer's nameplate giving name of manufacturer, description, size, type, serial and model number, electrical characteristics, etc., in order to facilitate maintenance or replacement. The nameplate of a Subcontractor or distributor will not be acceptable.
- C. All material and equipment for the electrical systems shall bear the label of or be listed by UL, or other accredited authoritative agencies or testing organizations approved by the authority having jurisdiction.
- D. Each piece of apparatus under this Division shall be provided with suitable laminated plastic tags as specified in this section.

1.11 SLEEVES, INSERTS AND ANCHOR BOLTS

- A. The Contractor shall provide, set in place and be held responsible for the location of all sleeves, inserts and anchor bolts required for the work. In the event that failure to do so requires cutting and patching of finished work, it shall be done at the Contractors expense.
- B. It is the responsibility of the Contractor to furnish cast-in-place sleeves, inserts and anchors in sufficient time to be installed during initial concrete pours. Where job schedules make this impossible, coordinate and obtain acceptance from the Structural Engineer for alternate installation methods.
- C. All pipes and conduits passing through floors, walls or partitions shall be provided with sleeves having an inside diameter one (1") inch larger than the outside diameter of the pipe, conduit or insulation enclosing the pipe.
- D. Penetrations through fire-rated walls, ceilings and floors (except slab on grade) in which piping or conduits pass shall be filled solidly with acceptable fire-stopping material.

1.12 PAINTING

- A. All finish painting in completed areas shall be performed under Division 9 of the Specifications.
- B. All materials shipped to the job site under this Division, such as panelboards, light fixtures, etc., shall have standard manufacturer's finish, unless otherwise specified.

1.13 CONDUIT EXPANSION

- A. All conduit connections shall be installed to allow for freedom of movement of the conduit during expansion and contraction without springing. Expansion joints with proper anchors and guides shall be provided by the Contractor where necessary and/or where shown on the Drawings. Anchors and guides shall be subject to the review of the Engineer. Pay particular attention to plastic conduit with high coefficients of expansion.
- B. Consideration of required seismic lateral restraints shall be given when anchoring conduit and making provision for expansion.

1.14 ELECTRICAL CONNECTIONS

- A. Unless otherwise specified, all power wiring shall be furnished and installed under this division.
- B. All power wiring shall be furnished and installed complete from power source to motor or equipment junction box including power wiring through the starters. All starters not factory mounted on equipment shall be installed under this division.

PART 2 PRODUCTS

2.01 SECTION INCLUDES

- A. Conduit
- B. Surface Raceways
- C. Wire and Cable
- D. Boxes
- E. Wiring Devices
- F. Cabinets and Enclosures
- G. Grounding and Bonding
- H. Supporting Devices
- I. Electrical Identification

2.02 RELATED SECTIONS

- A. Division 3
- B. Division 7
- C. Division 9
- D. Division 15

2.03 REFERENCES

- A. NFPA 70 – The National Electrical Code/Massachusetts Electrical Code
- B. NECA – Standards for installation.
- C. NEMA – National Electrical Manufacturer's Association
- D. UL – Underwriter's Laboratory
- E. FM – Factory Mutual

2.04 CONDUIT

A. CONDUIT REQUIREMENTS

1. Minimum Size: 3/4 inch (21 mm) unless otherwise specified.
2. Underground Installations:
 - a. More than Five Feet (1.5 Meters) from Foundation Wall: Use thickwall nonmetallic conduit.
 - b. Within Five Feet (1.5 Meters) from Foundation Wall: Use rigid steel conduit.
 - c. In or Under Slab on Grade: Use rigid steel conduit or thickwall nonmetallic conduit.
 - d. Minimum Size: 2 inch (50 mm).
3. Outdoor Locations, Above Grade: Use rigid steel conduit only.
4. In Slabs Above Grade:
 - a. Use rigid steel conduit only.
 - b. Maximum Size Conduit in Slab: 2 inch.
5. Wet and Damp Locations: Use rigid steel conduit.
6. Dry Locations:
 - a. Concealed: Use rigid steel conduit.
 - b. Exposed: Use rigid steel conduit.

B. METAL CONDUIT

1. Manufacturers:
 - a. Allied Tube and Conduit
 - b. Western Tube and Conduit
 - c. Wheatland Tube Company
2. Rigid Steel Conduit: ANSI C80.1.
3. Fittings and Conduit Bodies: ANSI/NEMA FB 1; material to match conduit.

C. PVC COATED METAL CONDUIT

1. Manufacturers:

- a. Robroy Industries
 - b. Thomas & Betts
 - c. Perma-Cote Industries
2. Description: NEMA RN 1; rigid steel conduit with external PVC coating, 20 mil (0.05 mm) thick.
 3. Fittings and Conduit Bodies: ANSI/NEMA FB 1; steel fittings with external PVC coating to match conduit.

D. FLEXIBLE PLASTIC COATED METAL CONDUIT

1. Manufacturers:
 - a. Anamet Electrical
 - b. Bay State Wire and Cable
 - c. Eastern Flexible Conduit Technologies
2. Description: Interlocked steel construction.
3. Fittings: ANSI/NEMA FB 1.

E. LIQUIDTIGHT FLEXIBLE METAL CONDUIT

1. Manufacturers:
 - a. Anamet Electrical
 - b. Bay State Wire and Cable
 - c. Eastern Flexible Conduit Technologies
2. Description: Interlocked steel construction with PVC jacket.
3. Fittings: ANSI/NEMA FB 1.

2.05 WIRE AND CABLE

A. BUILDING WIRE

1. Manufacturers:
 - a. American Wire and Cable
 - b. Triangle Wire and Cable
 - c. Southwire Company
2. Description: Single conductor insulated wire.

3. Conductor: Copper.
4. Insulation Voltage Rating: 600 volts.
5. Insulation: NFPA 70, Type THHN/THWN.

B. WIRING CONNECTORS

1. Split Bolt Connectors:
 - a. Anacom Northern Wire and Cable
 - b. Burndy Corporation
 - c. Erico Incorporated
2. Spring Wire Connectors:
 - a. Ideal Industries
 - b. Panduit Corporation
 - c. Ilsco
3. Compression Connectors:
 - a. Ilsco
 - b. Panduit Corporation
 - c. Burndy Corporation

2.06 BOXES

A. OUTLET BOXES

1. Cast Boxes: NEMA FB 1, Type FD, aluminum. Provide gasketed cover by box manufacturer. Provide threaded hubs where required.
2. Wall Plates for Finished Areas: As specified in this Section.

B. PULL AND JUNCTION BOXES

1. Surface Mounted Cast Metal Box: NEMA 250, Type 4; flat-flanged, surface mounted junction box:
 - a. Material: Cast aluminum.
 - b. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.

2.07 WIRING DEVICES

A. MANUFACTURERS:

1. Leviton
2. Hubbell
3. G. E. Wiring Devices
4. Bryant

B. WALL SWITCHES

1. Description: NEMA WD 1, Heavy-Duty, AC only general-use snap switch.
2. Body and Handle: Brown plastic with toggle handle.
3. Ratings:
 - a. Voltage: 120-277 volts, AC.
 - b. Current: 20 amperes.

C. RECEPTACLES

1. Description: NEMA WD 1, Heavy-duty general use receptacle.
2. Device Body: Brown plastic.
3. Configuration: NEMA WD 6, type as specified and indicated.
4. Convenience Receptacle: Type 5-20.
5. GFCI Receptacle: Convenience receptacle with integral ground fault circuit interrupter to meet regulatory requirements.

D. WALL PLATES

1. Decorative Cover Plate: Brown Smooth stainless steel.
2. Weatherproof Cover Plate: Gasketed cast metal with hinged gasketed device cover.

2.08 CABINETS AND ENCLOSURES

A. HINGED COVER ENCLOSURES

1. Construction: NEMA 250, Type 3R steel enclosure to match application and environment.
2. Covers: Continuous hinge, held closed by flush latch operable by screwdriver.
3. Provide interior metal panel for mounting terminal blocks and electrical components; finish with white enamel.

4. Enclosure Finish: Manufacturer's standard enamel.

2.09 SUPPORTING DEVICES

A. PRODUCT REQUIREMENTS

1. Materials and Finishes: Corrosion resistant.
2. Select materials, sizes, and types of anchors, fasteners and supports to carry the loads of equipment and conduit, including weight of wire in conduit.
3. Anchors and Fasteners:
 - a. Concrete Structural Elements: Use expansion anchors, powder actuated anchors and preset inserts.
 - b. Steel Structural Elements: Use beam clamps, spring steel clips, steel ramset fasteners, and welded fasteners.
 - c. Concrete Surfaces: Use self-drilling anchors and expansion anchors.
 - d. Solid Masonry Walls: Use expansion anchors and preset inserts.
 - e. Sheet Metal: Use sheet metal screws.
 - f. Wood Elements: Use wood screws.

2.10 ELECTRICAL IDENTIFICATION

A. NAMEPLATES AND LABELS

1. Nameplates: Engraved three-layer laminated plastic, white letters on black background.
2. Locations:
 - a. At each electrical distribution and control equipment enclosure.
 - b. Communication cabinets.
3. Letter Size:
 - a. 1/8-inch (3-mm) letters for identifying individual equipment and loads.
 - b. 1/4-inch (6-mm) letters for identifying grouped equipment and loads.
4. Labels: Embossed adhesive tape, with 3/16-inch (5-mm) black letters on white background. Use only for identification of individual wall switches and receptacles, control device stations, and data receptacles.

B. WIRE MARKERS

1. Manufacturers:
 - a. Brady USA
 - b. Seton Identification Products
 - c. Carlton Industries
 - d. Ideal Industries
2. Description: Cloth tape, or tubing type wire markers.
3. Locations: Each conductor at panelboard gutters, pull boxes, outlet and junction boxes, and each load connection.
4. Legend:
 - a. Power and Lighting Circuits: Branch circuit or feeder number indicated.
 - b. Control Circuits: Control wire number indicated on schematic and interconnection diagrams provided with shop drawings.

C. CONDUIT MARKERS

1. Manufacturers:
 - a. Brady USA
 - b. Seton Identification Products
 - c. Carlton Industries
 - d. Ideal Industries
2. Description: Split sleeve, wraparound type.
3. Location: Furnish markers for each conduit longer than 6 feet (2 m).
4. Spacing: 20 feet (6 m) on center.
5. Color:
 - a. 480 Volt System: Brown
 - b. 208 Volt System: Blue
 - c. Fire Alarm System: Red
 - d. Telephone System: Orange
6. Legend:

- a. 480 Volt System: 480V
- b. 208 Volt System: 208Y/120V
- c. Fire Alarm System: Fire Alarm
- d. Telephone System: Telephone

D. UNDERGROUND WARNING TAPE

- 1. Manufacturers:
 - a. Brady USA
 - b. Seton Identification Products
 - c. Carlton Industries
- 2. Description: 4-inch (100-mm) wide metallic detection type colored red with suitable warning legend describing buried electrical lines.
- 3. Location: Along length of each underground conduit.

PART 3 EXECUTION

3.01 CONDUIT INSTALLATION

- A. Install conduit in accordance with NECA "Standard of Installation."
- B. Install nonmetallic conduit in accordance with manufacturer's instructions.
- C. Arrange supports to prevent misalignment during wiring installation.
- D. Support conduit using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.
- E. Group related conduits; support using conduit rack. Construct rack using steel channel; provide space on each for 25 percent additional conduits.
- F. Fasten conduit supports to building structure and surfaces under provisions of this Section.
- G. Do not support conduit with wire or perforated pipe straps. Remove wire used for temporary supports
- H. Do not attach conduit to ceiling support wires.
- I. Arrange conduit to maintain headroom and present neat appearance.
- J. Route conduit parallel and perpendicular to walls.
- K. Route conduit installed above accessible ceilings parallel and perpendicular to walls.

- L. Route conduit in and under slab from point-to-point.
- M. Do not cross conduits in slab.
- N. Maintain adequate clearance between conduit and piping.
- O. Maintain 12 inch (300 mm) clearance between conduit and surfaces with temperatures exceeding 104 degrees F (40 degrees C).
- P. Cut conduit square using saw or pipe cutter; de-burr cut ends.
- Q. Bring conduit to shoulder of fittings; fasten securely.
- R. Join nonmetallic conduit using cement as recommended by manufacturer. Wipe nonmetallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for 20 minutes, minimum.
- S. Use conduit hubs to fasten conduit to cast boxes.
- T. Install no more than equivalent of three 90 degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use factory elbows for bends in metal conduit larger than 2 inch (50 mm) size.
- U. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.
- V. Provide suitable fittings to accommodate expansion and deflection where conduit crosses seismic, control and expansion joints.
- W. Provide suitable pull string in each empty conduit except sleeves and nipples.
- X. Use suitable caps to protect installed conduit against entrance of dirt and moisture.
- Y. Ground and bond conduit under provisions of this Section and NFPA 70.
- Z. Identify conduit under provisions of this section.
- AA. Install conduit to preserve fire resistance rating of partitions and other elements, using materials and methods under the provisions of Division 7.
- BB. Route rigid conduit through roof openings for piping and ductwork or through suitable roof jack with pitch pocket. Flexible conduit is not permitted to be used until roof penetration has been made. Coordinate location with roofing installation specified under Division 7.

3.02 WIRE AND CABLE INSTALLATION

- A. Verify that interior of building has been protected from weather.
- B. Verify that mechanical work likely to damage wire and cable has been completed.
- C. Verify that raceway installation is complete and supported.

D. Completely and thoroughly swab raceway before installing wire.

E. WIRING METHODS

1. Concealed Dry Interior Locations: Use only building wire in conduit.
2. Exposed Dry Interior Locations: Use only building wire in conduit.
3. Wet or Damp Interior Locations: Use only building wire in conduit.
4. Exterior Locations: Use only building wire in conduit.
5. Underground Installations: Use only building wire in conduit.
6. Use wiring methods indicated.

3.03 INSTALLATION OF BOXES

A. INSTALLATION

1. Install boxes in accordance with NECA "Standard of Installation."
2. Install in locations as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections and compliance with regulatory requirements.
3. Set wall mounted boxes at elevations to accommodate mounting specified in section for outlet device.
4. Electrical boxes are shown on Drawings in approximate locations unless dimensioned. Adjust box location up to 10 feet (3 m) if required to accommodate intended purpose.
5. Orient boxes to accommodate wiring devices oriented as specified in this Section.
6. Maintain headroom and present neat mechanical appearance.
7. Locate outlet boxes to allow luminaires positioned as shown on reflected ceiling plan.
8. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.
9. Support boxes independently of conduit.
10. Use cast outlet box in exterior locations exposed to the weather and wet locations.

B. INTERFACE WITH OTHER PRODUCTS

1. Coordinate installation of outlet box for equipment connected under this Section.

C. CLEANING

1. Clean interior of boxes to remove dust, debris, and other material.
2. Clean exposed surfaces and restore finish.

3.04 WIRE AND CABLE INSTALLATION

1. Route wire and cable as required to meet Project Conditions.
2. Install cable in accordance with the NECA "Standard of Installation."
3. Use solid conductor for feeders and branch circuits 10 AWG and smaller.
4. Use stranded conductors for control circuits.
5. Use conductor not smaller than 12 AWG for power and lighting circuits.
6. Use conductor not smaller than 16 AWG for control circuits.
7. Use 10 AWG conductors for 20 ampere, 120volt branch circuits longer than 75 feet (25 m).
8. Use 10 AWG conductors for 20 ampere, 277volt branch circuits longer than 200 feet (160 m).
9. Pull all conductors into raceway at same time.
10. Use suitable wire pulling lubricant for building wire 4 AWG and larger.
11. Neatly train and lace wiring inside boxes, equipment, and panelboards.
12. Clean conductor surfaces before installing lugs and connectors.
13. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
14. Use split bolt connectors for copper conductor splices and taps, 6 AWG and larger. Tape uninsulated conductors and connector with electrical tape to 150 percent of insulation rating of conductor.
15. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.
16. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.
17. Trench and backfill for direct burial cable installation as specified in Division 2. Install warning tape along entire length of direct burial cable, within 3 inches (75 mm) of grade.
18. Identify and color code wire and cable under provisions of this Section. Identify each conductor with its circuit number or other designation indicated.

3.05 INSTALLATION OF WIRING DEVICES

A. EXAMINATION

1. Verify that outlet boxes are installed at proper height.
2. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.

B. INSTALLATION

1. Install in accordance with NECA "Standard of Installation."
2. Install devices plumb and level.
3. Install switches with OFF position down.
4. Install vertically mounted receptacles with grounding pole on top. Install horizontally mounted receptacles with neutral pole on top.
5. Connect wiring device grounding terminal to branch circuit equipment grounding conductor.
6. Connect wiring devices by wrapping conductor around screw terminal.
7. Use jumbo size plates for outlets installed in masonry walls.
8. Install galvanized steel plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface mounted outlets.

C. INTERFACE WITH OTHER PRODUCTS

1. Coordinate locations of outlet boxes provided under this Section to obtain mounting heights specified and indicated on drawings.
2. Install wall switch 48 inches (1.2 m) above finished floor.
3. Install convenience receptacle 18 inches (450 mm) above finished floor.

D. FIELD QUALITY CONTROL

1. Inspect each wiring device for defects.
2. Operate each wall switch with circuit energized and verify proper operation.
3. Verify that each receptacle device is energized.
4. Test each receptacle device for proper polarity.
5. Test each GFCI receptacle device for proper operation.

E. ADJUSTING

1. Adjust devices and wall plates to be flush and level.
2. Clean exposed surfaces to remove splatters and restore finish.

3.06 INSTALLATION OF CABINETS AND ENCLOSURES

- A. Install in accordance with NECA "Standard of Installation."
- B. Install enclosures and boxes plumb. Anchor securely to wall and structural supports at each corner under the provisions of this Section.
- C. Install cabinet fronts plumb.
- D. Clean electrical parts to remove conductive and harmful materials.
- E. Remove dirt and debris from enclosure.
- F. Clean finishes and touch up damage.

3.07 INSTALLATION OF SUPPORTING DEVICES

- A. Locate and install anchors, fasteners, and supports in accordance with NECA "Standard of Installation".
 1. Do not fasten supports to pipes, ducts, mechanical equipment, or conduit.
 2. Do not use spring steel clips and clamps.
 3. Do not drill or cut structural members.
- B. Fabricate supports from structural steel or formed steel members. Rigidly weld members or use hexagon-head bolts to present neat appearance with adequate strength and rigidity. Use spring lock washers under all nuts.
- C. Install surface-mounted cabinets and panelboards with minimum of four anchors.
- D. In wet and damp locations use steel channel supports to stand cabinets and panelboards 1 inch (25 mm) off wall.
- E. Use sheet metal channel to bridge studs above and below cabinets and panelboards recessed in hollow partitions.

3.08 INSTALLATION OF ELECTRICAL IDENTIFICATION

- A. Degrease and clean surfaces to receive nameplates and labels.
- B. Install nameplates and labels parallel to equipment lines.
- C. Secure nameplate to equipment front using screws or adhesive.
- D. Secure nameplate to inside surface of door on panelboard that is recessed in finished locations.
- E. Identify conduit using identification methods previously listed in this Section.

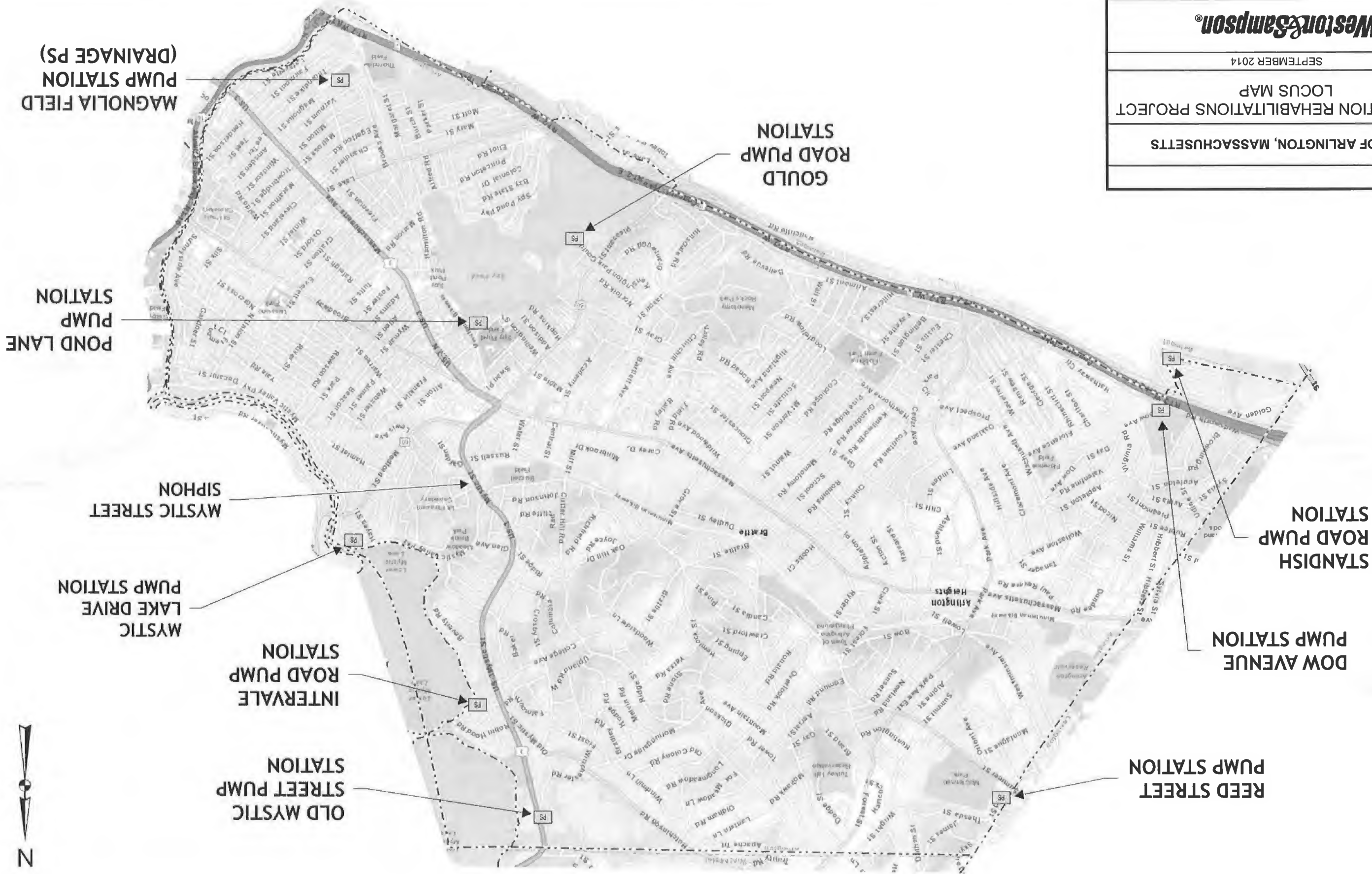
- F. Identify underground conduits using one underground warning tape per trench at 3 inches (75 mm) below finished grade.

END OF SECTION

APPENDIX A

PUMP STATION SKETCHES AND PHOTOS

TOWN OF ARLINGTON, MASSACHUSETTS
PUMP STATION REHABILITATIONS PROJECT
LOCUS MAP
SEPTEMBER 2014
Weston&Sampson®



LEGEND		
DESCRIPTION	EXISTING	PROPOSED
SANITARY SEWER	— S —	— 8"S PVC —
FORCE MAIN	-- -- FM -- --	-- 6"FM DI --
WATER MAIN	— W —	— 6"W DI —
TEMPORARY WATER		-- 4"W --
STORM DRAIN	— D —	-- 18"D RCP --
GAS	— G —	— 4"G —
ELECTRIC	— E —	— E —
TELEPHONE	— T —	— T —
SANITARY SEWER MANHOLE	WS-67 ⑤	WS-67 ⑤
STORM DRAIN MANHOLE	①	①
ELECTRICAL MANHOLE	②	② EMH
TELEPHONE MANHOLE	①	① TMH
CATCH BASIN	□	■ CB
CATCH BASIN (CURB INLET)	■	
HYDRANT	⚡	⚡
GATE VALVE	⋈	⋈
CURB STOP	⚙	⋈
REDUCER	△	▲
CAP OR PLUG	└	└
GAS GATE VALVE	⋈	
UTILITY POLE	⌚	➔
GUY POLE	●	
LIGHT POST	☆	
EDGE OF PAVEMENT	—	—
EDGE OF UNPAVED ROAD	— —	— —
CURB	⎓	⎓
SIDEWALK	⎓	⎓
INDIVIDUAL DECIDUOUS TREE	☼	☼
TREE/SHRUB LINE	~~~~~	~~~~~
BOLLARD	○ B	● B
SIGN	—	
RACEWAY TURNING UP	— C	— C
RACEWAY TURNING DOWN	— C	— C

NOTE: ITEMS SHOWN IN THE LEGEND MAY NOT BE PRESENT IN THESE PLANS

ABBREVIATIONS

BIT	BITUMINOUS
BLDG	BUILDING
CATV	CABLE TELEVISION
CB	CATCH BASIN
CI	CAST IRON
CL	CENTERLINE
CONC	CONCRETE
DI	DUCTILE IRON
DMH	DRAIN MANHOLE
DWG	DRAWING
E	ELECTRIC
ELEV	ELEVATION
EOP	EDGE OF PAVEMENT
EXIST	EXISTING
FT	FEET, FOOT
G	NATURAL GAS
GALV	GALVANIZED
HYD	FIRE HYDRANT
I&C	INSTRUMENTATION & CONTROL
INV	INVERT
LF	LINEAR FEET
LS	LUMP SUM
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
MISC	MISCELLANEOUS
MJ	MECHANICAL JOINT
NEC	NATIONAL ELECTRIC CODE
N.T.S.	NOT TO SCALE
PE	POLYETHYLENE
R	PROPERTY LINE
PVC	POLYVINYL CHLORIDE
RCP	REINFORCED CONCRETE PIPE
ROW	RIGHT-OF-WAY
SPEC	SPECIFICATIONS
SQ FT	SQUARE FEET
SW	SIDEWALK
T	TELEPHONE
TYP	TYPICAL
UL	UNDERWRITERS LABORATORIES
UP	UTILITY POLE
VC	VITRIFIED CLAY
W	WATER
W/	WITH
W/O	WITHOUT

FIGURE GN-1

TOWN OF ARLINGTON, MASSACHUSETTS
PUMP STATIONS REHABILITATION PROJECT

LEGEND

DESIGNED BY: TSD CHECKED BY: TSD DATE: AUG-2014

CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL CALL DIGSAFE AT 1-888-344-7233 AT LEAST 72 HOURS, SATURDAYS, SUNDAYS, AND HOLIDAYS EXCLUDED, PRIOR TO EXCAVATING AT ANY LOCATION. A COPY OF THE DIGSAFE PROJECT REFERENCE NUMBER(S) SHALL BE GIVEN TO THE OWNER PRIOR TO EXCAVATION.
2. LOCATIONS OF EXISTING PIPES, CONDUITS, UTILITIES, FOUNDATIONS AND OTHER UNDERGROUND OBJECTS WERE OBTAINED FROM THE BEST AVAILABLE RECORDS AND ARE NOT WARRANTED TO BE CORRECT. THE CONTRACTOR SHALL HAVE NO CLAIM ON THAT ACCOUNT SHOULD THEY BE OTHER THAN SHOWN.
3. ALL AREAS DISTURBED BY THE CONTRACTOR BEYOND WHAT IS SHOWN ON THE PLANS SHALL BE RESTORED AT NO ADDITIONAL COST TO THE OWNER.
4. THE CONTRACTOR SHALL NOT STORE ANY APPARATUS, MATERIALS, SUPPLIES, OR EQUIPMENT ON DRAINAGE STRUCTURES OR WITHIN 100 FEET OF WETLANDS.
5. THE CONTRACTOR SHALL MAINTAIN LOCAL TRAFFIC TO ALL STREETS THROUGHOUT THE DURATION OF THE PROJECT.
6. CONTRACTOR SHALL MAINTAIN EXISTING FLOWS IN THE SYSTEM, HANDLING FLOWS THROUGH THE USE OF PUMPER TRUCKS, OR OTHER APPROVED METHODS, TO PREVENT SURCHARGING, AT NO ADDITIONAL COST TO THE OWNER.
7. CONTRACTOR SHALL SCHEDULE WORK SO THAT EXISTING SEWERS AND PUMPS CAN STAY IN USE AS LONG AS POSSIBLE TO MINIMIZE NECESSARY FLOW HANDLING.
8. DRAWINGS ARE DIAGRAMMATIC ONLY. CONTRACTOR TO VERIFY ALL DIMENSIONS BEFORE ORDERING MATERIALS/EQUIPMENT TO ENSURE FIT/COMPATIBILITY WITH THE EXISTING EQUIPMENT.
9. ALL INSTALLATIONS, EQUIPMENT, MATERIALS, DEVICES AND INCIDENTALS USED IN WETWELL LOCATIONS (INCLUDING THE GATE CONTROL ROOM AT THE DOW STREET PUMP STATION) SHALL BE SUITABLE FOR CLASS 1, DIVISION 1, GROUP D HAZARDOUS LOCATIONS.
10. THERE MAY BE POTENTIAL FOR LEAD PAINT AT THE PUMP STATION SITES WHERE SANDBLASTING, PREP AND PAINTING WORK IS TO BE PERFORMED. PRIOR TO PERFORMING ANY OF THE SANDBLAST, PREP AND PRIME/PAINT WORK AS NOTED ON THE PLANS, THE CONTRACTOR SHALL HIRE A CERTIFIED LEAD PAINT ABATEMENT FIRM TO CONDUCT A LEAD PAINT SURVEY, WHICH INCLUDES COLLECTING REPRESENTATIVE SAMPLES OF EXISTING PAINT ON THE PROCESS PIPING, FITTINGS AND VALVES WHERE SANDBLASTING WORK IS BEING PERFORMED. THESE SAMPLES SHALL BE PROPERLY PACKAGED ON-SITE AND SUBMITTED TO A MASSACHUSETTS AND EPA ACCREDITED ANALYTICAL LABORATORY FOR ANALYSIS BY ATOMIC ABSORPTION SPECTROMETRY FOR DETERMINATION OF LEAD CONTENT. ANY AND ALL RESULTS OF THE TESTING SHALL BE FORWARDED TO THE ENGINEER AND OWNER. THE CONTRACTOR SHALL NOT PERFORM ANY SANDBLAST, PREP AND PRIME/PAINT WORK AS DESCRIBED IN THE PLANS UNTIL WRITTEN AUTHORIZATION HAS BEEN GIVEN BY THE ENGINEER.
11. CONTRACTOR TO VERIFY THE CELLULAR SIGNAL AT EACH SITE LOCATION FOR THE MISSION DIALERS. IF SIGNAL IS NOT CONSISTENT, AN EXTERNAL ANTENNA SHALL BE MOUNTED IN A LOCATION OF CONSISTENT CELLULAR SIGNAL.
12. DRAWINGS ARE DIAGRAMMATIC ONLY. THE EXACT LOCATION, MOUNTING HEIGHTS, SIZE OF EQUIPMENT AND ROUTING OF RACEWAYS SHAL'L BE COORDINATED AND DETERMINED IN THE FIELD.
13. WORK SHALL CONFORM TO THE MASSACHUSETTS ELECTRICAL CODE, MASSACHUSETTS BUILDING CODE, NFPA AND REQUIREMENTS OF LOCAL AUTHORITIES HAVING JURISDICTION.
14. THE WORD "CONTRACTOR" AS USED IN THE "ELECTRICAL WORK" SHALL MEAN THE GENERAL CONTRACTOR AND/OR ANY ELECTRICAL SUBCONTRACTORS HE MAY USE.
15. CONTRACTOR SHALL PAY FOR ALL PERMITS, INSURANCE AND TESTS, AND SHALL PROVIDE LABOR AND MATERIAL TO COMPLETE THE ELECTRICAL WORK SHOWN.
16. THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY LIGHTING AND POWER, AS NEEDED, AND PAY ALL ENERGY CHARGES.
17. DURING CONSTRUCTION, THE ELECTRICAL CONTRACTOR SHALL KEEP HIS PORTION OF THE WORK NEAT, CLEAN AND ORDERLY.
18. ALL SYSTEMS SHALL BE TESTED FOR SHORT CIRCUIT AND GROUNDS PRIOR TO ENERGIZING AND ANY DEFECTS SHALL BE CORRECTED.
19. ALL CUTTING AND PATCHING REQUIRED FOR ELECTRICAL WORK SHALL BE INCLUDED AS PART OF THIS SECTION.
20. COMPLETE SHOP DRAWINGS SHALL BE SUBMITTED FOR ELECTRICAL EQUIPMENT.
21. MATERIALS SHALL BE SPECIFICATION GRADE AND UL LISTED.
22. WORK SHALL BE COORDINATED WITH THAT OF OTHER TRADES TO ELIMINATE INTERFERENCES.
23. ELECTRICAL WORK SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM DATE OF WHICH SYSTEM IS PUT INTO SERVICE.
24. WORK SHALL BE GROUNDED IN ACCORDANCE WITH CODE REQUIREMENTS. COMPLETE EQUIPMENT (INSULATED GREEN WIRE) GROUNDING SYSTEM SHALL BE INSTALLED.
25. WIRE SHALL BE TYPE "THHN-THWN" INSULATED FOR 600 VOLTS, MINIMUM SIZE #12 AWG COPPER UNLESS SPECIFICALLY NOTED OTHERWISE.
26. WIRING METHODS:

A. INTERIOR FEEDERS SHALL BE EMT CONDUIT OR MI CABLE.
B. INTERIOR LIGHTING AND RECEPTACLE BRANCH CIRCUITS IN PARTITIONS SHALL BE MC CABLE.
27. PANELBOARDS, DISCONNECT SWITCHES, AND CONTROLLERS SHALL HAVE NAMEPLATES OF BLACK LAMINATED PLASTIC WITH ENGRAVED WHITE LETTERS, SECURED WITH SELF-TAPPING SCREWS.
28. CONNECTIONS AT MOTORS SHALL BE MADE WITH 18" LENGTH OF 1/2 INCH FLEXIBLE LIQUID TIGHT CONDUIT.
29. WALL PLATES SHALL BE PROVIDED FOR EACH SWITCH, RECEPTACLE, DATA AND TELEPHONE OUTLET. PROVIDE WALL PLATES WITH STAINLESS STEEL FINISH FOR ALL DEVICES IN FINISHED AREAS. FOR DEVICES IN UNFINISHED AREAS, PROVIDE CAST IRON OR ALLOY OF SUITABLE TYPE TO MATCH OUTLET BOXES SPECIFIED.
30. TOGGLE SWITCHES SHALL BE OF THE SINGLE POLE A.C. QUIET TOGGLE TYPE FOR MOUNTING IN A SINGLE-GANG SPACING. TOGGLE SWITCHES SHALL BE FULLY RATED 20 AMPERES AT 120/277 VOLT.
31. DUPLEX WALL RECEPTACLES SHALL BE 2 POLE, 3 WIRE, GROUNDING TYPE 20 AMPERE, 125 VOLT WITH METAL PLASTER EARS. RECEPTACLES SHALL BE NEMA STANDARD CONFIGURATION 5-20R.
32. FUSED OR UNFUSED SAFETY SWITCHES SHALL BE TOTALLY ENCLOSED, HEAVY DUTY TYPE. SWITCHES SHALL HAVE VOLTAGE, HORSEPOWER AND AMPERE RATING SUITABLE FOR THE APPLICATION. PROVIDE NUMBER OF POLES AS REQUIRED. SWITCHES LOCATED EXTERIOR TO THE BUILDING OR IN DAMP/WET LOCATIONS SHALL BE IN A NEMA 3R ENCLOSURE.
33. LIGHTING FIXTURES SHALL BE INDIVIDUALLY SUPPORTED FROM THE STRUCTURAL SLAB OR STRUCTURAL BUILDING MEMBER. FIXTURES WILL NOT BE PERMITTED TO BE SUPPORTED FROM SUSPENDED CEILING OR ROOF DECK.
34. CONDUIT RUNS AS SHOWN ON THE PLANS ARE DIAGRAMMATIC ONLY; EXACT LOCATION AND METHOD OF SUPPORT SHALL BE DETERMINED IN THE FIELD
35. CONTRACTOR SHALL CHECK EXISTING CONDITIONS TO DETERMINE EXACT EXTENT OF WORK TO BE PERFORMED PRIOR TO BIDDING. DIMENSIONS RELEVANT TO EXISTING WORK SHALL BE VERIFIED IN THE FIELD
36. IN AREAS NOT AFFECTED BY THIS RENOVATION, THIS CONTRACTOR SHALL MAINTAIN CONTINUITY OF ELECTRIC SERVICE.
37. ELECTRICAL SHUTDOWN SHALL BE AT A TIME AND DATE APPROVED BY THE OWNER.

FIGURE GN-2

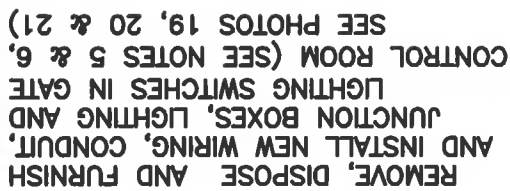
TOWN OF ARLINGTON, MASSACHUSETTS
PUMP STATIONS REHABILITATION PROJECT

NOTES

DESIGNED BY: TSD CHECKED BY: TSD DATE: AUG-2014

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Item 1a: Dow Avenue Pump Station



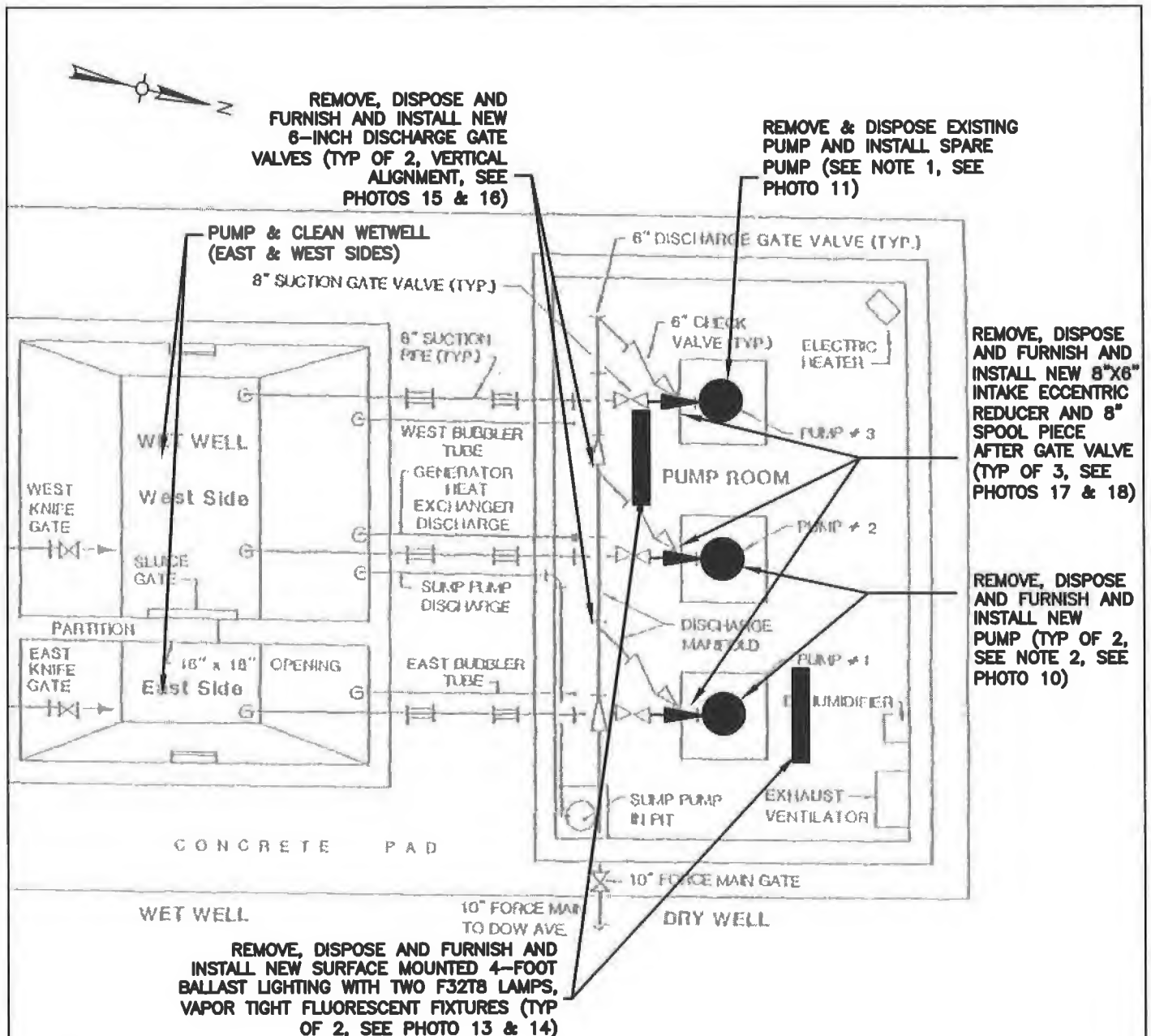
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TOWN OF ARLINGTON, MASSACHUSETTS
PUMP STATION REHABILITATION PROJECT

DOW AVENUE PUMP STATION
UPPER LEVEL CONTROL/GENERATOR ROOM

DESIGNED BY: TSD	CHECKED BY: -	DATE: AUG 2014
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**NOTES**

1. THE TOWN HAS ONE (1) SPARE PUMP THAT IS CURRENTLY STORED AT THE STATION (I.E. NOT INSTALLED).
2. EXISTING PUMPS ARE FAIRBANKS MORSE MODEL NO. B5443C.
3. CONTRACTOR TO VERIFY ALL DIMENSIONS BEFORE ORDERING MATERIALS/EQUIPMENT TO ENSURE FIT/COMPATIBILITY WITH THE EXISTING EQUIPMENT.
4. EXISTING CONDITIONS WERE OBTAINED FROM DRAWING TITLED "FIGURE NO. 2-6: MECHANICAL PLAN - LOWER LEVELS, DOW AVENUE PUMPING STATION" BY HAYDEN WEGMAN CONSULTING ENGINEERS.
5. FOR ALL ELECTRIFIED EQUIPMENT NOTED FOR REMOVAL AND/OR REPLACEMENT, CONTRACTOR SHALL DISCONNECT, MAKE SAFE AND RECONNECT AS REQUIRED.

FIGURE 2
TOWN OF ARLINGTON, MASSACHUSETTS
PUMP STATIONS REHABILITATION PROJECT
DOW AVENUE PUMP STATION LOWER LEVEL PUMP ROOM

SCALE: N.T.S.

Dow Avenue Pump Station



Photo 1: Dow Avenue Pump Station Site



Photo 2: Existing Radio Alarm Telemetry Panel



Photo 3: Existing Radio Alarm Mast

Dow Avenue Pump Station



Photo 4: Existing Control Panel Exterior View



Photo 5: Existing Control Panel Interior View

Dow Avenue Pump Station



Photo 6: Existing Motor Starter Enclosures Exterior View



Photo 7: Existing Motor Starter Enclosures Interior View

Dow Avenue Pump Station



Photo 8: Existing Generator Fuel Tank



Photo 9: Existing Generator

Dow Avenue Pump Station



Photo 10: Existing Pump No. 2 & No. 3



Photo 11: Spare Pump Stored at Station (Not Installed)

Dow Avenue Pump Station



Photo 12: Upper Level Lighting



Photo 13: Lower Level Lighting 1

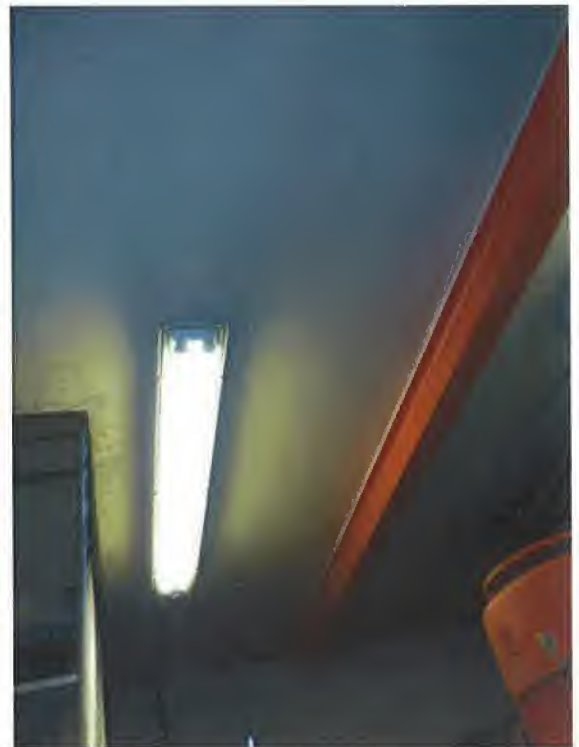


Photo 14: Lower Level Lighting 2

Dow Avenue Pump Station



Photo 15: 6" Discharge Gate Valve 1



Photo 16: 6" Discharge Gate Valve 2



Photo 17: 8" Spool and 8"x6" Reducer 1



Photo 18: 8" Spool and 8"x6" Reducer 2

Dow Avenue Pump Station



**Photo 19: Blower & Wetwell Float Wiring
& Conduit**

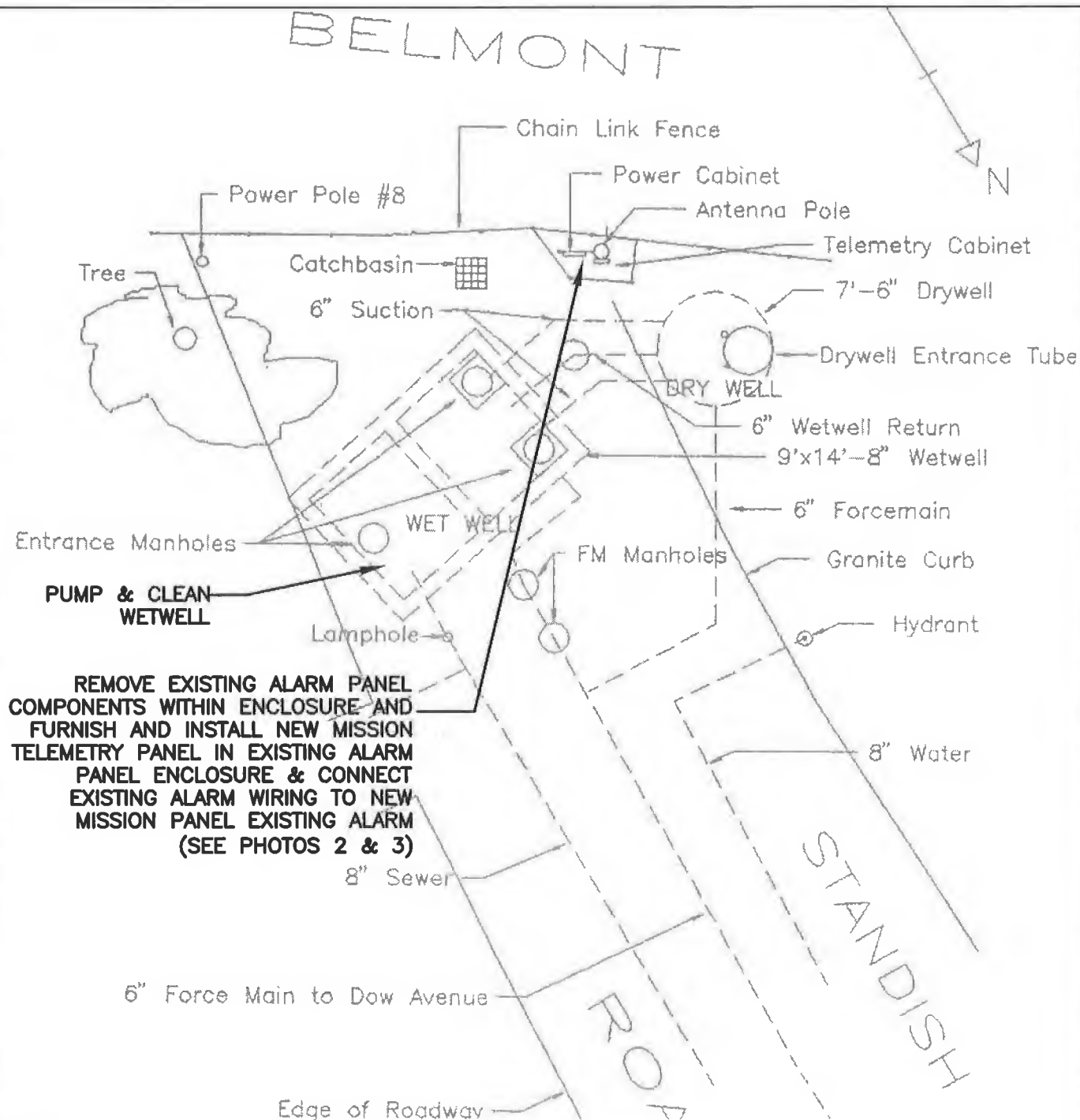


**Photo 20: Wetwell Conduit &
Switch**



Photo 21: Wetwell Lighting & Conduit

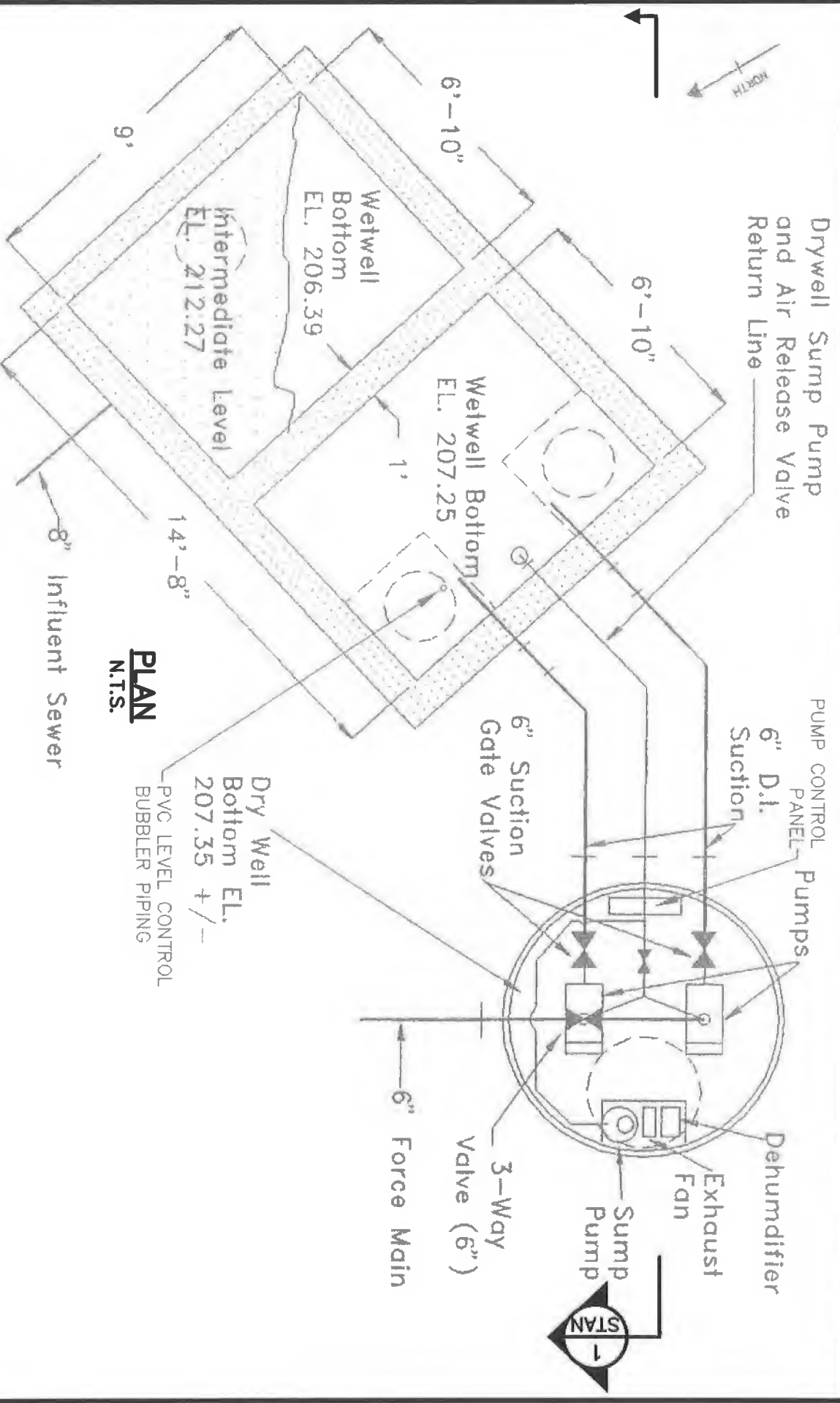
Item 1b: Standish Road Pump Station

**NOTES**

1. CONTRACTOR TO VERIFY ALL DIMENSIONS BEFORE ORDERING MATERIALS/EQUIPMENT TO ENSURE FIT/COMPATIBILITY WITH THE EXISTING EQUIPMENT.
2. EXISTING CONDITIONS OBTAINED FROM DRAWING TITLED "FIGURE 1-2: SITE PLAN STANDISH ROAD PUMPING STATION" BY HAYDEN WEGMAN ENGINEERS.
3. FOR ALL ELECTRIFIED EQUIPMENT NOTED FOR REMOVAL AND/OR REPLACEMENT, CONTRACTOR SHALL DISCONNECT, MAKE SAFE AND RECONNECT AS REQUIRED.

FIGURE 1
TOWN OF ARLINGTON, MASSACHUSETTS
PUMP STATIONS REHABILITATION PROJECT
STANDISH ROAD SITE PLAN

SCALE: N.T.S.



PLAN
N.T.S.

SANDBLAST, PREP AND PRIME/PAINT ALL PROCESS PIPING, FITTINGS, VALVES (TWO-INTAKE PLUG VALVES, ONE-3 WAY PLUG VALVE) AND 2 PUMPS (SEE SPEC. 09900 & 09970, SEE NOTE 10 ON FIGURE GN-2)

REMOVE, DISPOSE AND FURNISH & INSTALL NEW STAINLESS STEEL BUBBLER PIPE SUPPORTS (MIN. 3" THICKNESS) SPACED 3'-0" O.C. WITH STAINLESS STEEL, 1/2" HILT TYPE EXPANSION BOLTS EMBEDDED IN CONCRETE (MIN. 6")

REMOVE, DISPOSE AND FURNISH & INSTALL NEW AIR RELEASE VALVES AND GALVANIZED AIR RELEASE PIPING (1" INLET, 1 1/2" OUTLET, TYP OF 2)

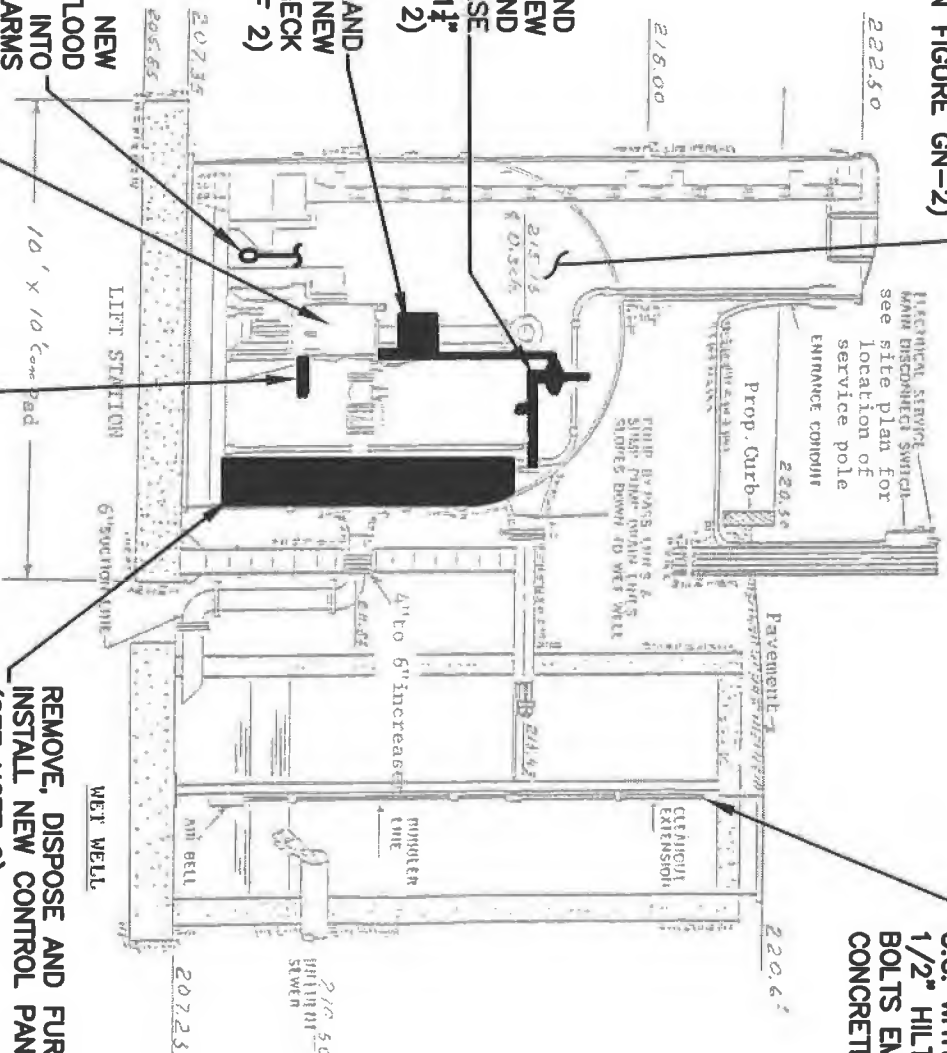
REMOVE, DISPOSE AND FURNISH & INSTALL NEW 4"x6" REDUCING CHECK VALVES (TYP OF 2)

FURNISH & INSTALL NEW MECHANICAL FLOAT (FLOOD FLOAT) AND WIRE INTO PANEL ALARMS

REMOVE, DISPOSE AND FURNISH & INSTALL NEW GALVANIZED PUMP DRAIN PIPE (1 1/2") AND BRASS BALL VALVE

REMOVE, DISPOSE AND INSTALL NEW CONTROL PANEL (SEE NOTE 2)

SECTION 1
N.T.S.



NOTES

1. SEE SITE PLAN FOR LOCATION OF THE PUMP STATION IN RELATION TO THE WETWELL, AND ELECTRICAL CABINET.
2. EXISTING EPS LEVEL CONTROLLER UNIT SHALL BE REMOVED FROM THE EXISTING PUMP CONTROL PANEL AND PROTECTED/STORED. CONTRACTOR SHALL THEN REUSE/REINSTALL THE EPS UNIT IN THE NEW PUMP CONTROL PANEL.
3. CONTRACTOR TO VERIFY ALL DIMENSIONS BEFORE ORDERING MATERIALS/EQUIPMENT TO ENSURE FIT/COMPATIBILITY WITH THE EXISTING EQUIPMENT.
4. EXISTING CONDITIONS OBTAINED FROM DRAWING TITLED "FIGURE 5: INSTALLATION".
5. FOR ALL ELECTRIFIED EQUIPMENT NOTED FOR REMOVAL AND/OR REPLACEMENT, CONTRACTOR SHALL DISCONNECT, MAKE SAFE AND RECONNECT AS REQUIRED.
6. CONTRACTOR TO PERFORM A LEAD PAINT SURVEY PER NOTE 10 ON SHEET GN-2 AND AS DESCRIBED IN SECTIONS 09970 & 09900 PRIOR TO PERFORMING ANY SANDBLAST, PREP AND PRIME/PAINT WORK AS NOTED ON THE PLAN.

FIGURE 2

TOWN OF ARLINGTON, MASSACHUSETTS
PUMP STATIONS REHABILITATION PROJECT

STANDISH ROAD PUMP STATION SECTION

DESIGNED BY: TSD | CHECKED BY: TSD | DATE: AUG-2014

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Standish Road Pump Station



Photo 1 – Standish Road Pump Station Exterior



**Photo 2 – Radio Telemetry Panel Exterior
Interior**



Photo 3 – Radio Telemetry Panel

Standish Road Pump Station



Photo 4 – Pump Control Panel (Gorman Rupp Serial #89-3114)



Photo 5 – Air Release Valve & Piping

Standish Road Pump Station

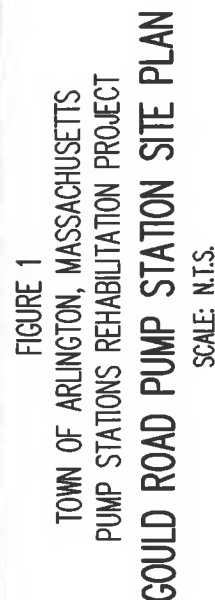


Photo 6 – Pump Drain & Valve



Photo 6 – Pump (Gorman Rupp Model T4A3-B) & 4"x6" Reducing Check Valve

Item 1c: Gould Road Pump Station



Gould Road Pump Station



Photo 1 – Gould Road Pump Station Exterior



Photo 2 – Radio Telemetry Panel Interior



Photo 3 – Radio Telemetry Panel Exterior

Gould Road Pump Station



Photo 4 – Wetwell Hatch



Photo 5 – Wetwell Hatch Opening



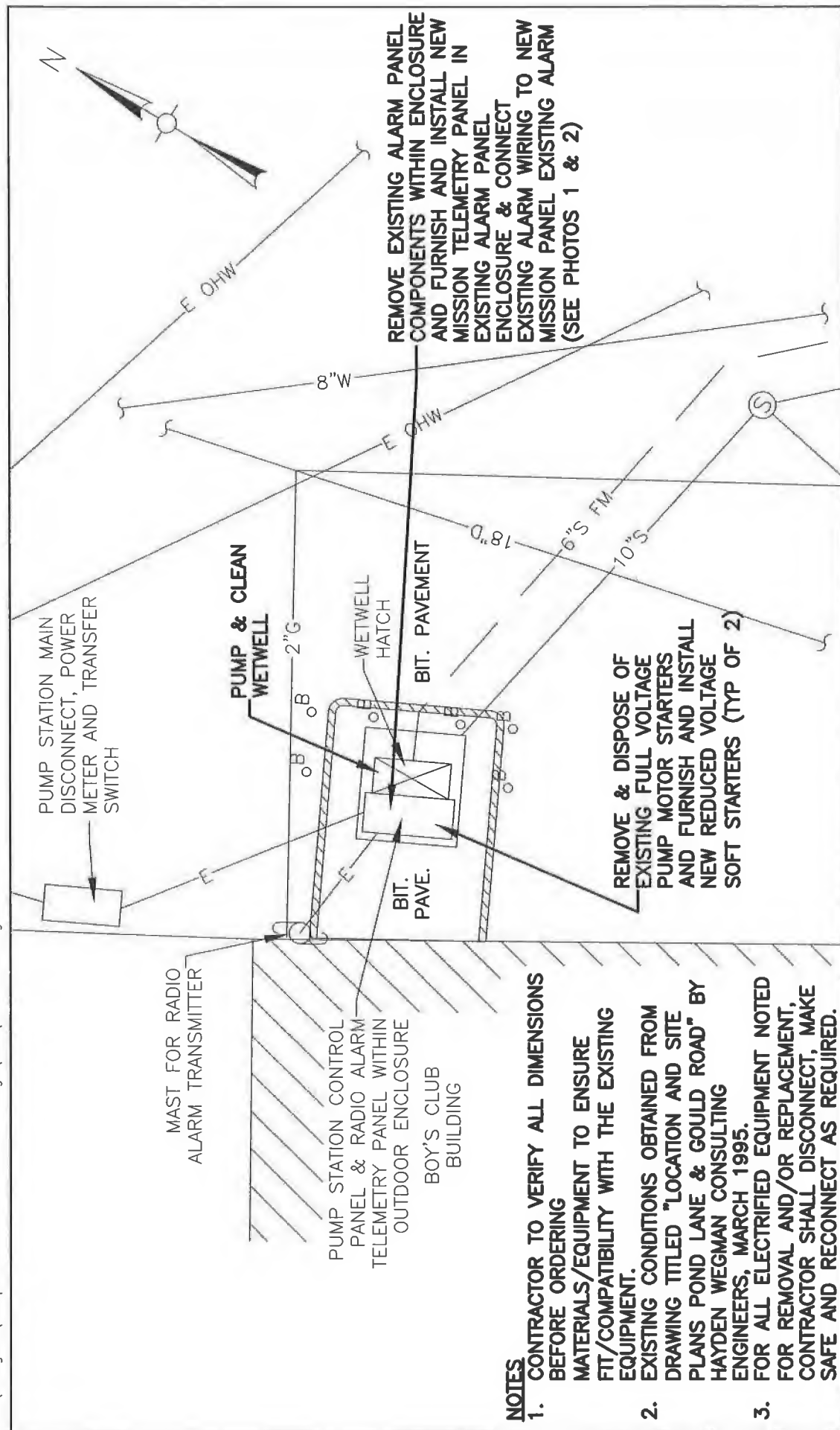
Photo 6 – Pump Control Panel (Starter Inside)



Photo 7 – Motor Starters

Item 1d: Pond Lane Pump Station

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**NOTES**

1. CONTRACTOR TO VERIFY ALL DIMENSIONS BEFORE ORDERING MATERIALS/EQUIPMENT TO ENSURE FIT/COMPATIBILITY WITH THE EXISTING EQUIPMENT.
2. EXISTING CONDITIONS OBTAINED FROM DRAWING TITLED "LOCATION AND SITE PLANS POND LANE & GOULD ROAD" BY HAYDEN WEGMAN CONSULTING ENGINEERS, MARCH 1995.
3. FOR ALL ELECTRIFIED EQUIPMENT NOTED FOR REMOVAL AND/OR REPLACEMENT, CONTRACTOR SHALL DISCONNECT, MAKE SAFE AND RECONNECT AS REQUIRED.

FIGURE 1

TOWN OF ARLINGTON, MASSACHUSETTS
PUMP STATIONS REHABILITATION PROJECT
POND LANE PUMP STATION SITE PLAN
SCALE: N.T.S.

Pond Lane Pump Station



Photo 1 – Pond Lane Pump Station Exterior



Photo 2 – Radio Telemetry Panel Exterior

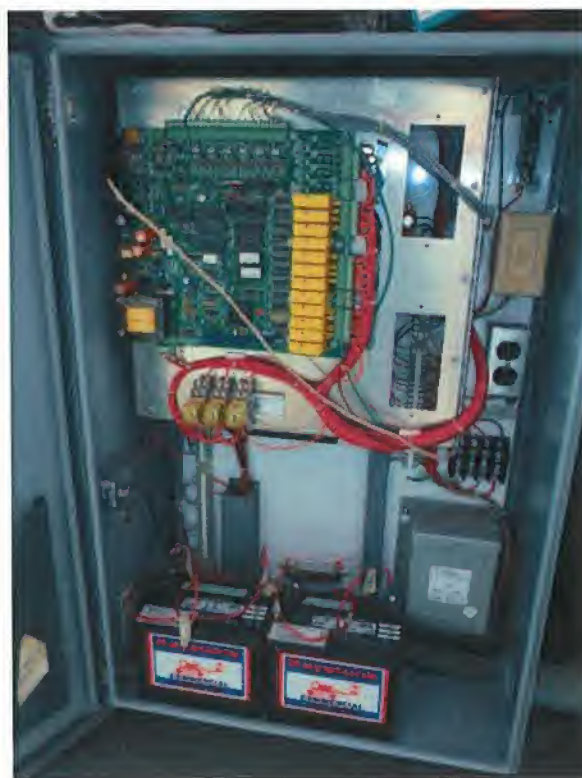
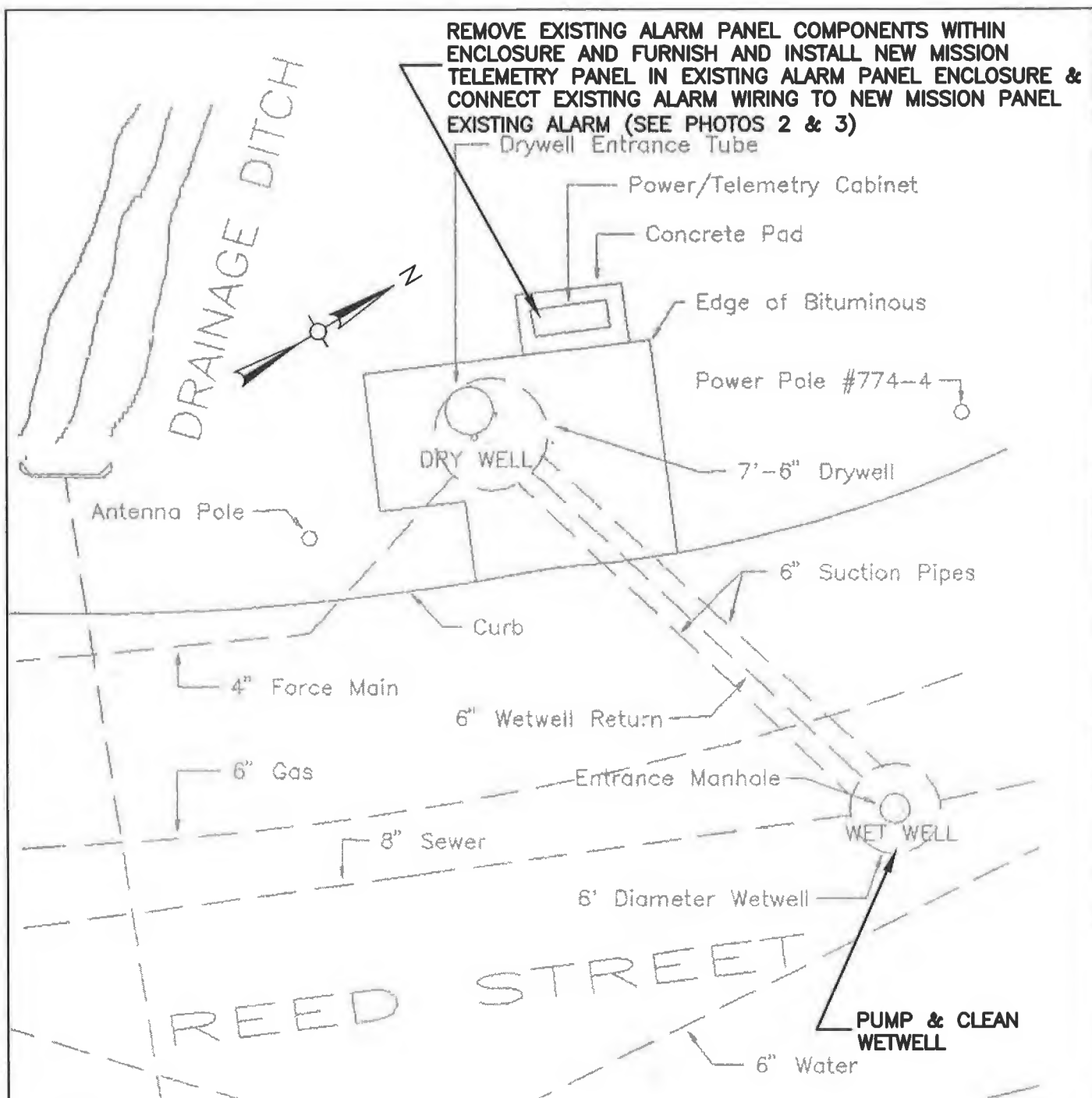


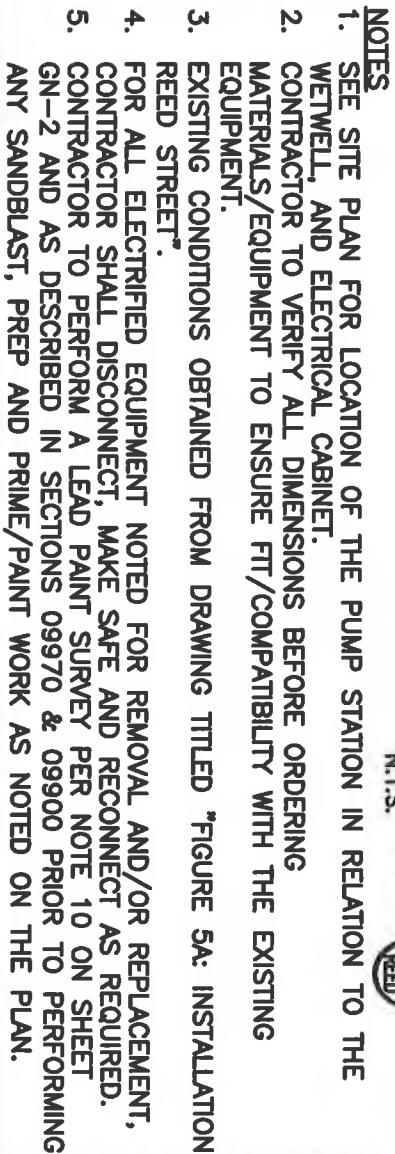
Photo 3 – Radio Telemetry Panel Interior

Item 1e: Reed Street Pump Station

**NOTES**

1. CONTRACTOR TO VERIFY ALL DIMENSIONS BEFORE ORDERING MATERIALS/EQUIPMENT TO ENSURE FIT/COMPATIBILITY WITH THE EXISTING EQUIPMENT.
2. EXISTING CONDITIONS OBTAINED FROM DRAWING TITLED "FIGURE 3-2: SITE PLAN REED STREET PUMPING STATION" BY HAYDEN WEGMAN CONSULTING ENGINEERS.
3. FOR ALL ELECTRIFIED EQUIPMENT NOTED FOR REMOVAL AND/OR REPLACEMENT, CONTRACTOR SHALL DISCONNECT, MAKE SAFE AND RECONNECT AS REQUIRED.

FIGURE 1
TOWN OF ARLINGTON, MASSACHUSETTS
PUMP STATIONS REHABILITATION PROJECT
REED STREET PUMP STATION SITE PLAN
SCALE: N.T.S.



SECTION 1
N.T.S.
READ

FIGURE 2			
TOWN OF ARLINGTON, MASSACHUSETTS PUMP STATIONS REHABILITATION PROJECT			
REED STREET PUMP STATION SECTION			
DESIGNED BY: TSD	CHECKED BY: TSD	DATE:	AUG-2014

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Reed Street Pump Station



Photo 1 – Reed Street Pump Station Exterior



Photo 2 – Radio Telemetry Panel

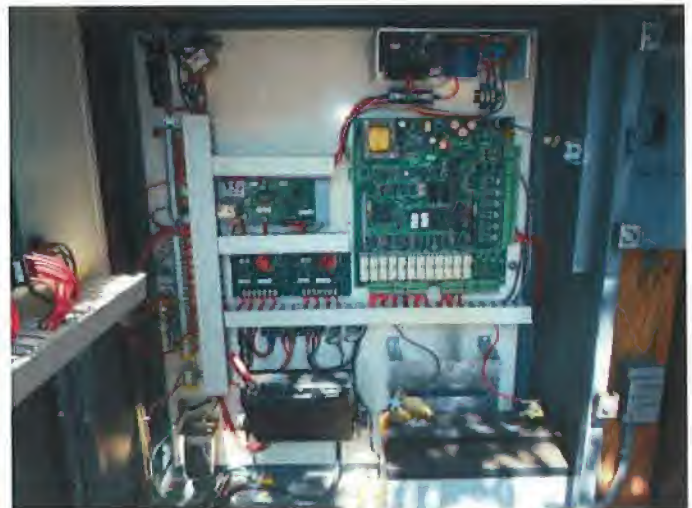


Photo 3 – Radio Telemetry Panel Interior

Reed Street Pump Station



Photo 4 – Air Release Valve & Piping

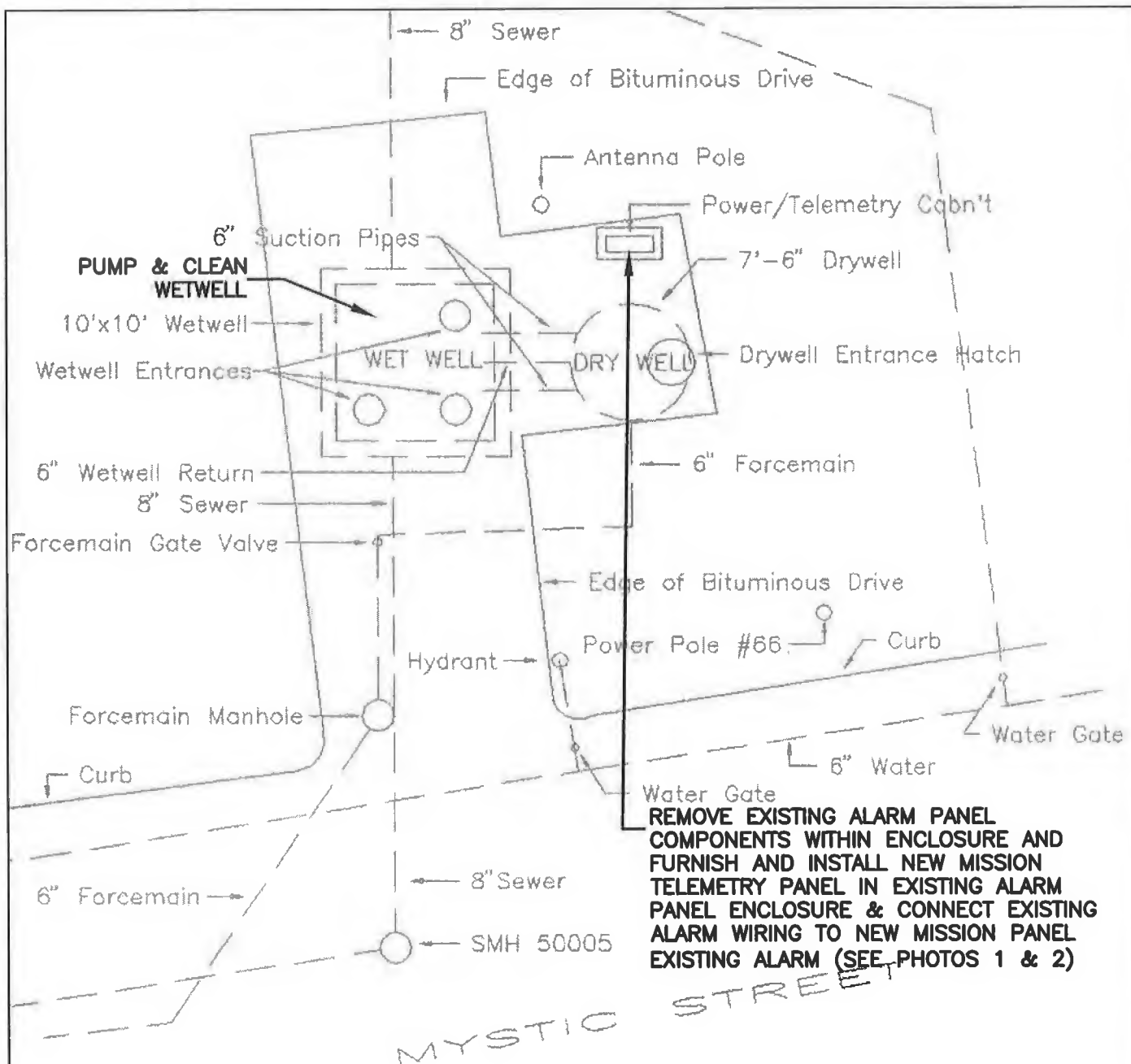


Photo 5 – 4" Check Valve



Photo 6 – Bubbler Tube Piping in Wetwell

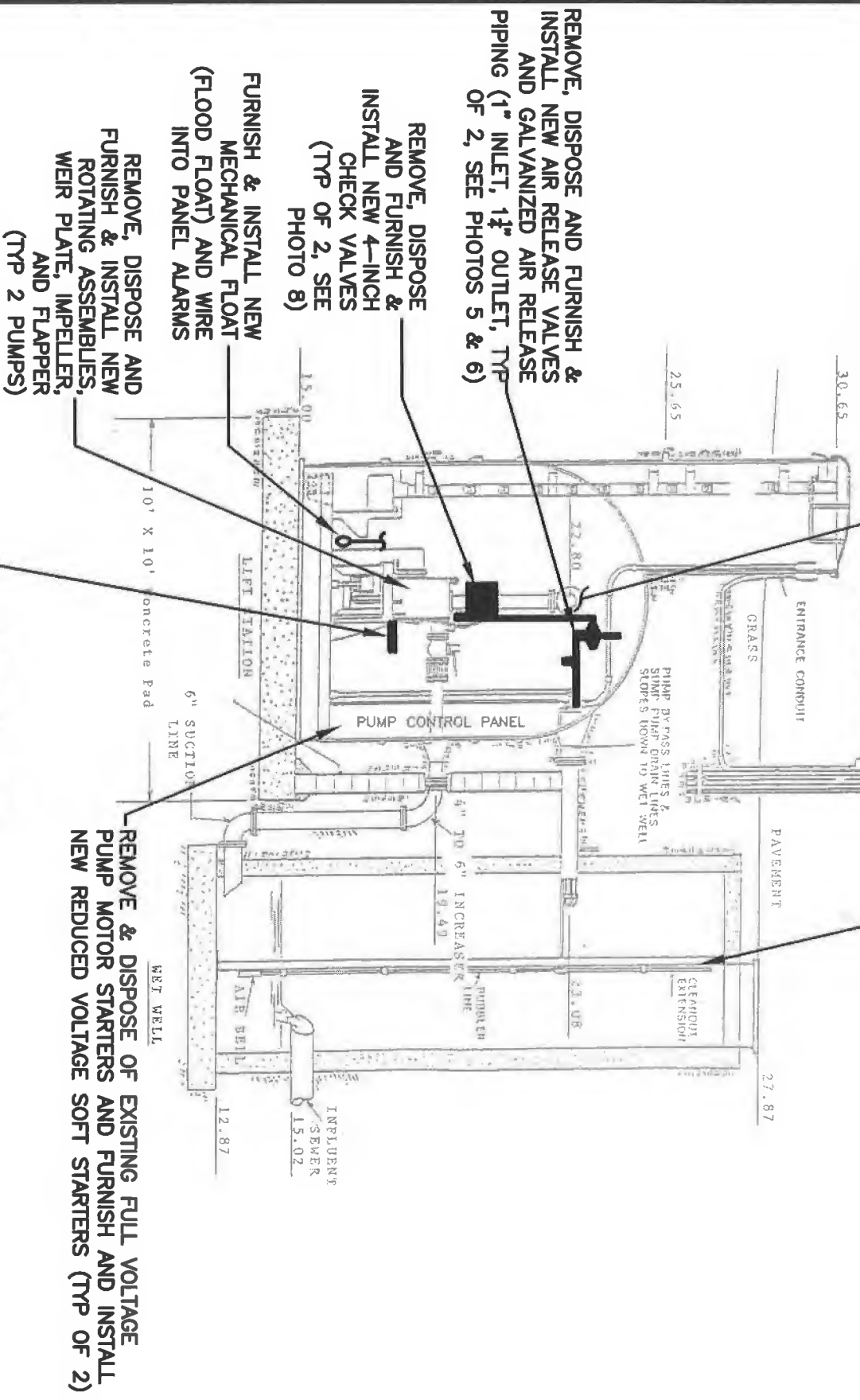
Item 1f: Old Mystic Street Pump Station

**NOTES**

1. CONTRACTOR TO VERIFY ALL DIMENSIONS BEFORE ORDERING MATERIALS/EQUIPMENT TO ENSURE FIT/COMPATIBILITY WITH THE EXISTING EQUIPMENT.
2. EXISTING CONDITIONS OBTAINED FROM DRAWING TITLED "FIGURE 4-2: SITE PLAN MYSTIC STREET PUMPING STATION" BY HAYDEN WEGMAN CONSULTING ENGINEERS.
3. FOR ALL ELECTRIFIED EQUIPMENT NOTED FOR REMOVAL AND/OR REPLACEMENT, CONTRACTOR SHALL DISCONNECT, MAKE SAFE AND RECONNECT AS REQUIRED.

FIGURE 1
TOWN OF ARLINGTON, MASSACHUSETTS
PUMP STATIONS REHABILITATION PROJECT
OLD MYSTIC STREET PUMP STATION SITE PLAN

SCALE: N.T.S.



- SECTION 1**
N.T.S.

TOWN OF ARLINGTON, MASSACHUSETTS
PUMP STATIONS REHABILITATION PROJECT

OLD MYSTIC STREET PUMP STATION SECTION

Old Mystic Street Pump Station



Photo 1 – Radio Telemetry Panel Exterior



Photo 2 – Radio Telemetry Panel Interior



Photo 3 – Wetwell & Catwalk 1



Photo 4 – Wetwell & Catwalk 2

Old Mystic Street Pump Station



Photo 5 – Air Release Valve & Piping 1



Photo 6 – Air Release Valve & Piping 2



Photo 7 – Bubbler Piping in Wetwell



Photo 8 – 4" Check Valve

Item 1g: Intervale Road Pump Station

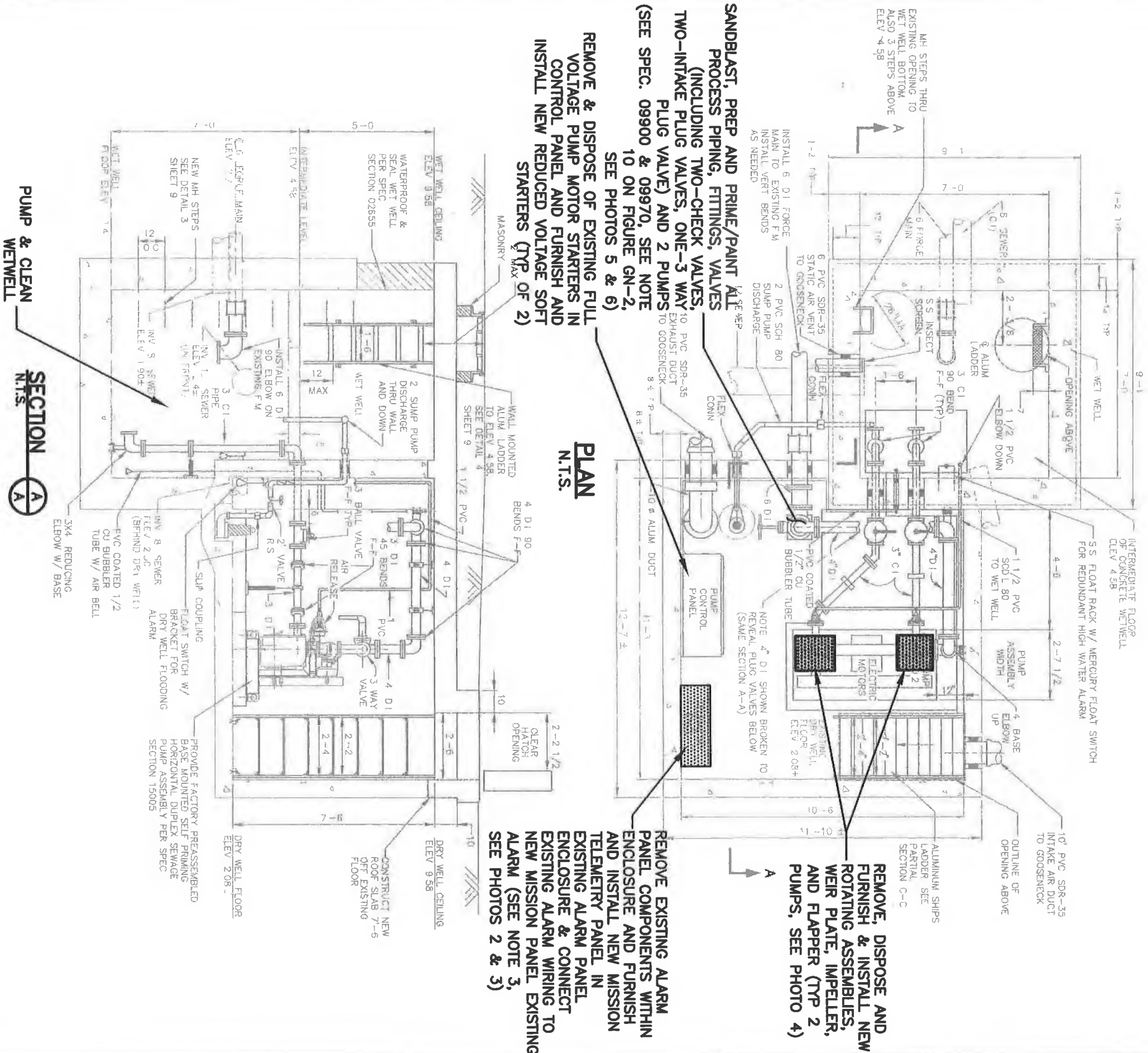


FIGURE 1

TOWN OF ARLINGTON, MASSACHUSETTS
PUMP STATIONS REHABILITATION PROJECT

INTERVALE ROAD PUMP STATION

DESIGNED BY: TSD | CHECKED BY: TSD | DATE: AUG-2014

Weston & Sampson

Intervale Road Pump Station



Photo 1 – Intervale Road Pump Station Exterior



Photo 2 – Radio Telemetry Panel Interior



Photo 3 – Radio Telemetry Panel Exterior

Intervale Road Pump Station



Photo 4 – Pump (Gorman Rupp Model T3A3-B)



Photo 5 – Process Piping 1



Photo 6 – Process Piping 2

Item 1h: Magnolia Field Pump Station

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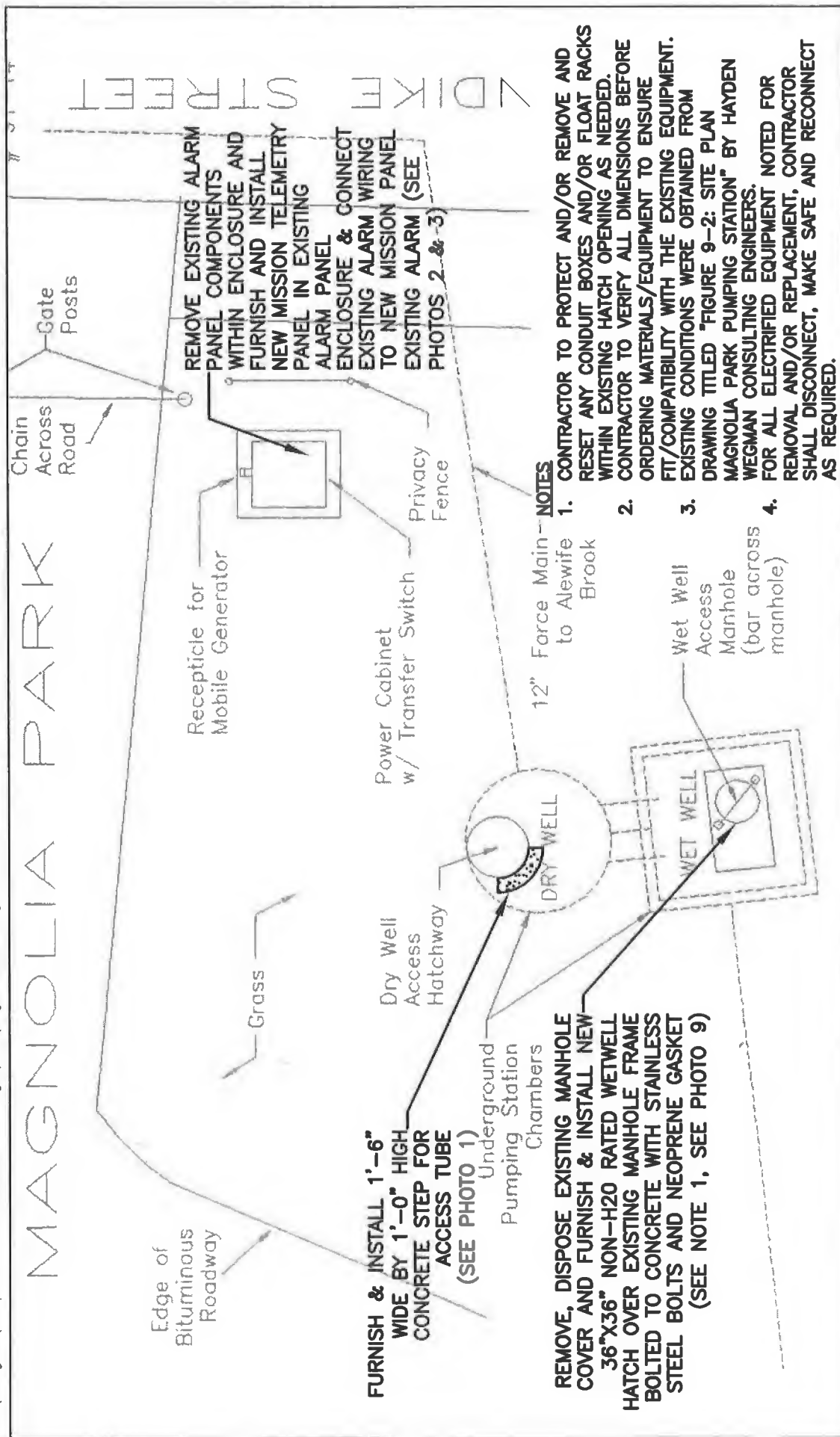
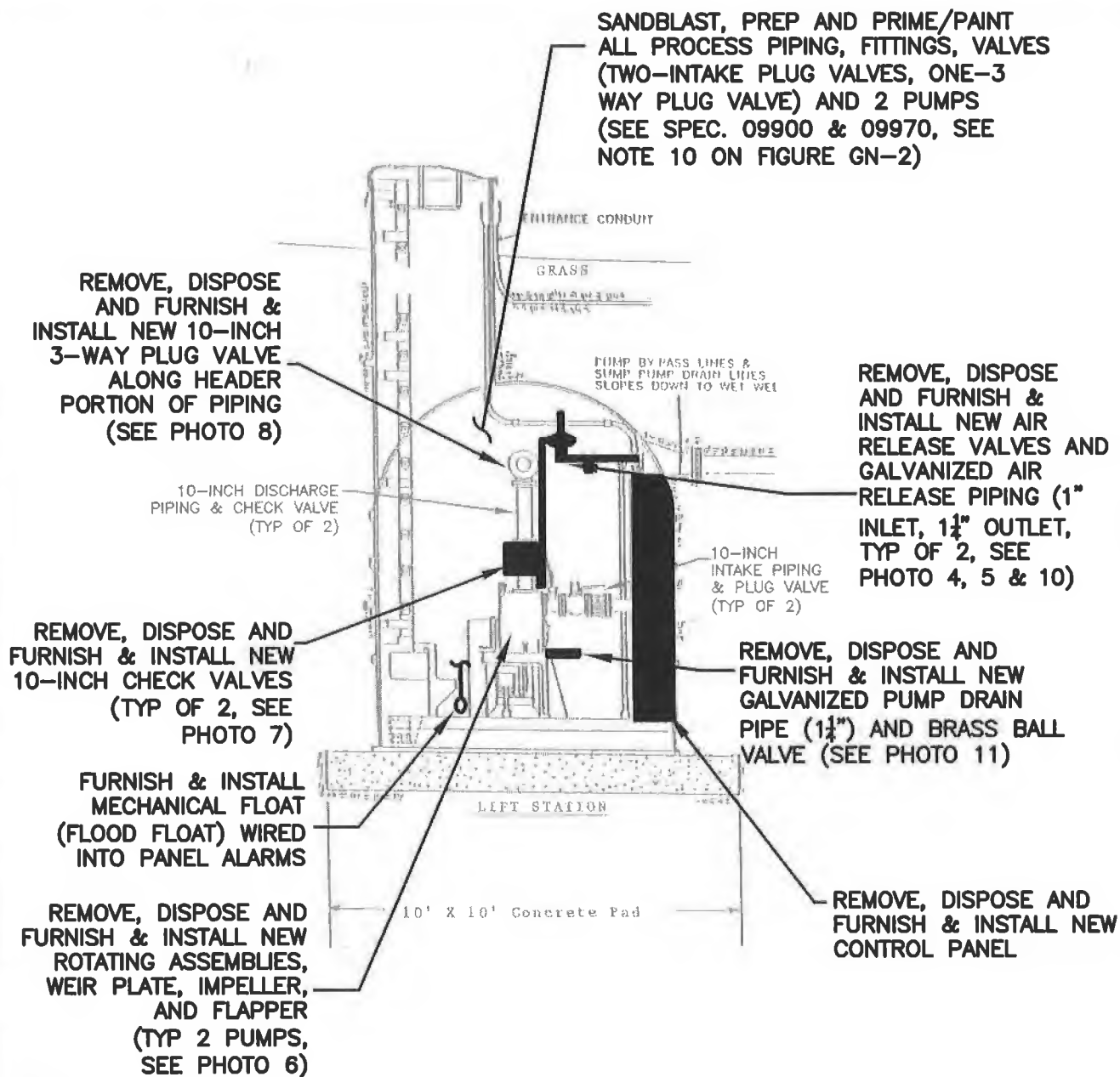


FIGURE 1
TOWN OF ARLINGTON, MASSACHUSETTS
PUMP STATIONS REHABILITATION PROJECT
MAGNOLIA FIELD STORMWATER PUMP STATION SITE PLAN
SCALE: N.T.S.

**NOTES**

1. EXISTING PUMPS ARE GORMAN RUPP MODEL NO. T10A3-B.
2. CONTRACTOR TO VERIFY ALL DIMENSIONS BEFORE ORDERING MATERIALS/EQUIPMENT TO ENSURE FIT/COMPATIBILITY WITH THE EXISTING EQUIPMENT.
3. EXISTING CONDITIONS WERE OBTAINED FROM UNTITLED PUMP STATION SECTION DRAWING.
4. FOR ALL ELECTRIFIED EQUIPMENT NOTED FOR REMOVAL AND/OR REPLACEMENT, CONTRACTOR SHALL DISCONNECT, MAKE SAFE AND RECONNECT AS REQUIRED.
5. CONTRACTOR TO PERFORM A LEAD PAINT SURVEY PER NOTE 10 ON SHEET GN-2 AND AS DESCRIBED IN SECTIONS 09970 & 09900 PRIOR TO PERFORMING ANY SANDBLAST, PREP AND PRIME/PAINT WORK AS NOTED ON THE PLAN.

FIGURE 2
TOWN OF ARLINGTON, MASSACHUSETTS
PUMP STATIONS REHABILITATION PROJECT
MAGNOLIA FIELD STORMWATER PUMP STATION SECTION

SCALE: N.T.S.

Magnolia Field Pump Station



Photo 1 – Pump Station Access Tube



Photo 2 – Radio Telemetry Panel Exterior



Photo 3 – Radio Telemetry Panel Interior

Magnolia Field Pump Station



Photo 4 – Air Release Valve 1



Photo 5 – Air Release Valve 2



Photo 6 – Pump (Gorman Rupp Model T10A3-B)



Magnolia Field Pump Station



Photo 8 – 10” 3-Way Plug Valve



Photo 9 – Wetwell Cover

Magnolia Field Pump Station

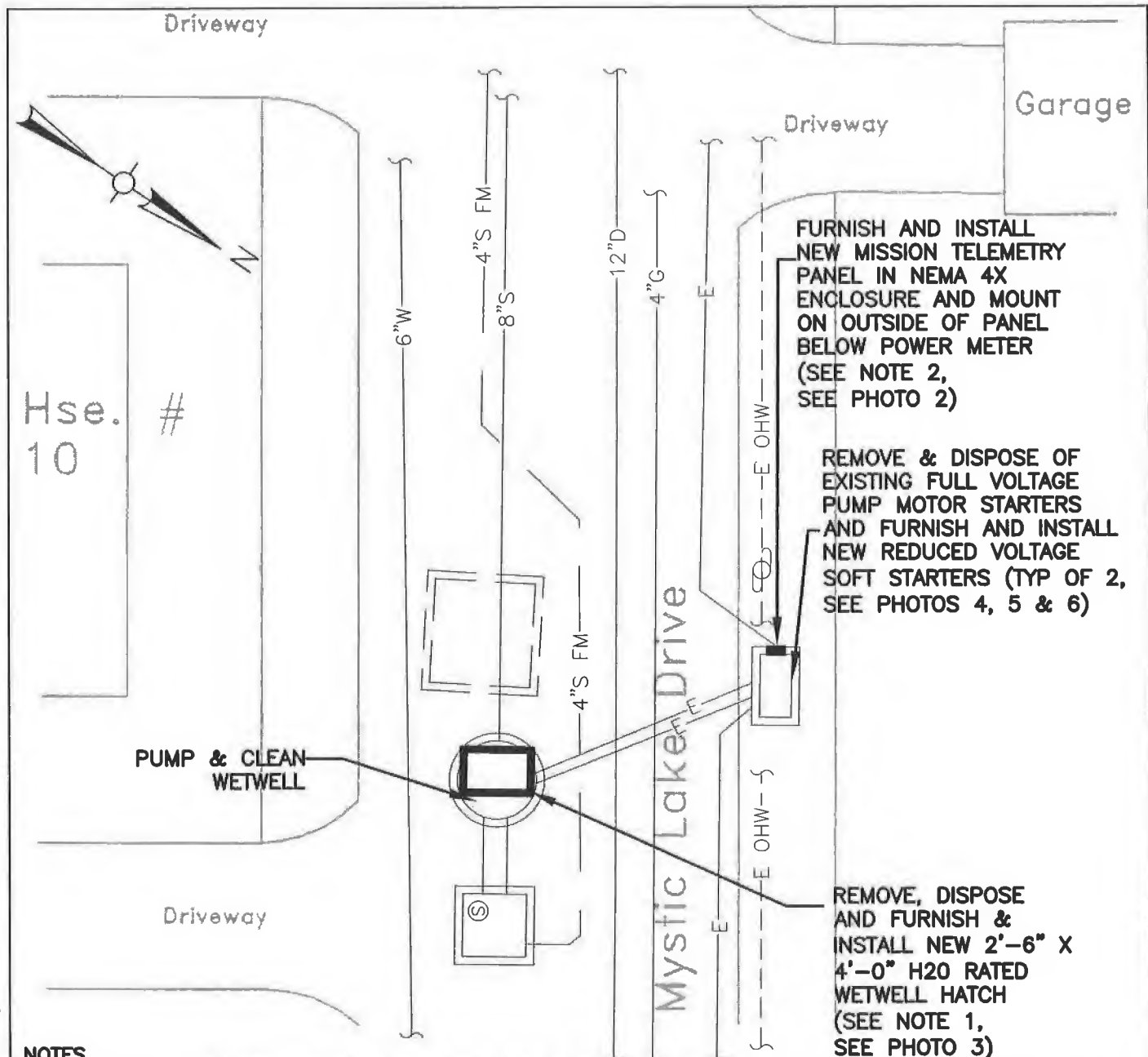


Photo 10 – Air Release Piping 1



Photo 11 – Pump Drain Piping

Item 1i: Mystic Lake Drive Pump Station

**NOTES**

1. CONTRACTOR TO PROTECT AND/OR REMOVE AND RESET ANY PUMP SLIDE RAILS, CONDUIT BOXES AND/OR FLOAT RACKS WITHIN EXISTING HATCH OPENING AS NEEDED.
2. CONTRACTOR TO PROVIDE STAINLESS STEEL MOUNTING BRACKETS TO MOUNT THE TELEMETRY PANEL OVER THE EXISTING ELECTRICAL CONDUITS TO THE METER. ALARM WIRING SHALL BE PROVIDED TO THE EXISTING CONTROL PANEL.
3. ANY PENETRATIONS INTO THE EXISTING ELECTRICAL ENCLOSURE SHALL BE WATER TIGHT.
4. CONTRACTOR TO VERIFY ALL DIMENSIONS BEFORE ORDERING MATERIALS/EQUIPMENT TO ENSURE FIT/COMPATIBILITY WITH THE EXISTING EQUIPMENT.
5. EXISTING CONDITIONS OBTAINED FROM DRAWING TITLED "FIGURE 6-2: SITE PLAN MYSTIC LAKE DRIVE PUMPING STATION" BY HAYDEN WEGMAN CONSULTING ENGINEERS.
6. FOR ALL ELECTRIFIED EQUIPMENT NOTED FOR REMOVAL AND/OR REPLACEMENT, CONTRACTOR SHALL DISCONNECT, MAKE SAFE AND RECONNECT AS REQUIRED.

FIGURE 1
TOWN OF ARLINGTON, MASSACHUSETTS
PUMP STATIONS REHABILITATION PROJECT
MYSTIC LAKE DRIVE PUMP STATION SITE PLAN

SCALE: N.T.S.

Mystic Lake Drive Pump Station



Photo 1 – Mystic Lake Drive Pump Station Exterior



Photo 2 – Future Mission Panel Location

Mystic Lake Drive Pump Station



Photo 3 – Existing Wetwell Hatch



Photo 4 – Existing Pump Control Panel Exterior



Photo 5 – Existing Pump Control Panel Interior

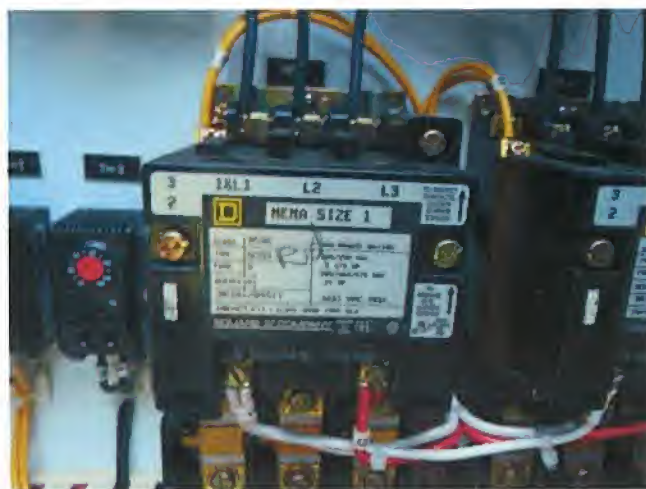
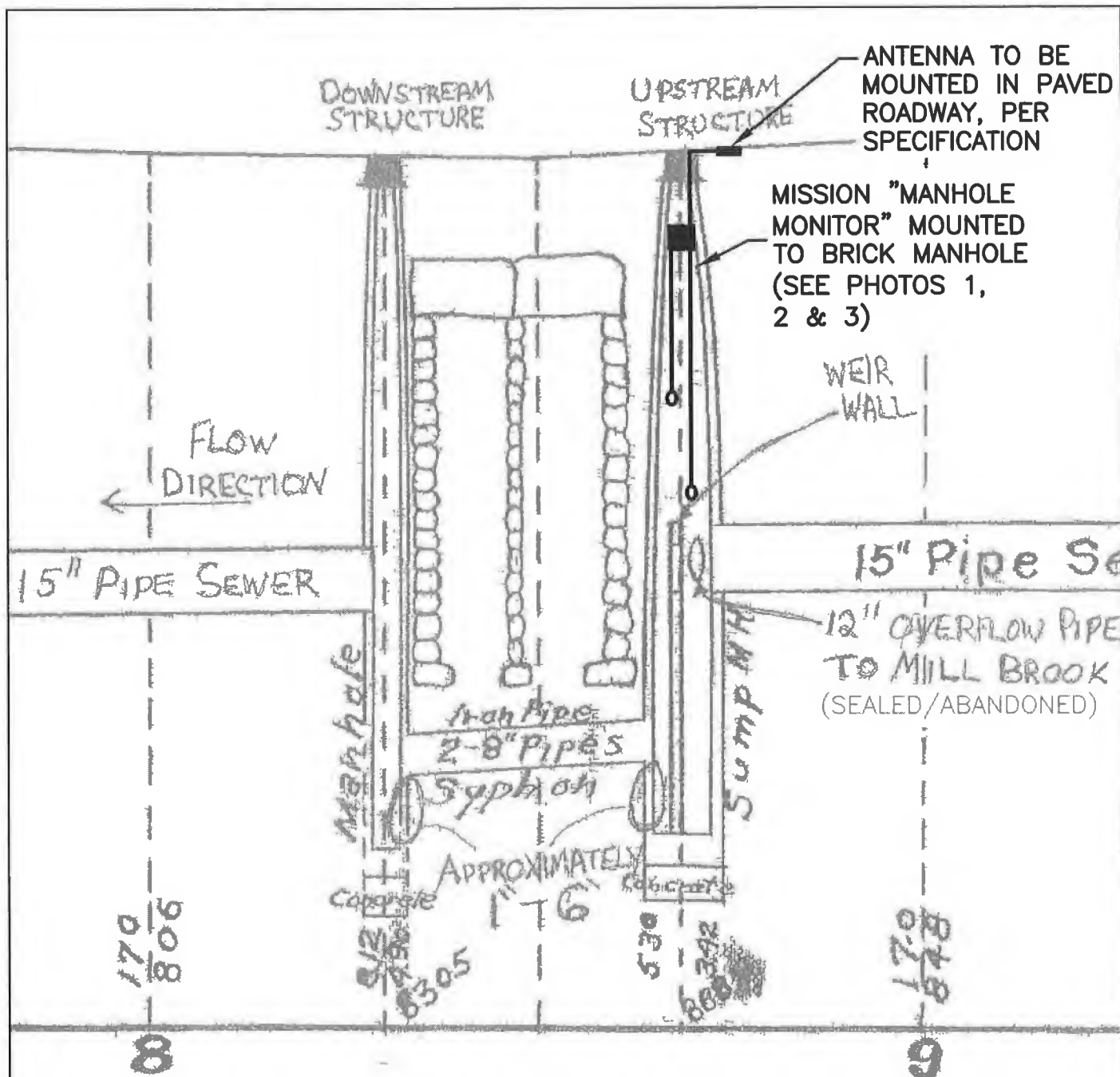


Photo 6 – Existing Pump Motor Starter

Item 1j: Mystic Street Siphon

**NOTES**

1. CONTRACTOR TO VERIFY ALL DIMENSIONS BEFORE ORDERING MATERIALS/EQUIPMENT TO ENSURE FIT/COMPATIBILITY WITH THE EXISTING EQUIPMENT.
2. ALL MOUNTING HARDWARE SHALL BE STAINLESS STEEL.

FIGURE 1
TOWN OF ARLINGTON, MASSACHUSETTS
PUMP STATIONS REHABILITATION PROJECT
MYSTIC STREET SIPHON

SCALE: N.T.S.

Mystic Street Siphon



Photo 1 – Mystic Lake Pump Station Exterior



Photo 2 – Upstream Siphon Manhole 2

Mystic Street Siphon



Photo 3 – Upstream Siphon Manhole 3

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